

Health Services' Board Letter

Chief Administrative Officer's Memo



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

BOARD OF SUPERVISORS

**Gloria Molina**  
First District

**Yvonne Garthwaite Burke**  
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**Michael D. Antonovich**  
Fifth District

November 26, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**TWENTY TWO HIV/AIDS SERVICE AMENDMENTS (SIXTEEN HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES; FIVE HIV/AIDS PREVENTION SERVICES FOR HIV INFECTED PERSONS; AND ONE CAPACITY BUILDING SERVICES) (All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign sixteen agreement amendments for HIV/AIDS health education/risk reduction prevention services, substantially similar to Exhibits I through XVI, with the HIV/AIDS service providers identified in Attachment A, for the services and specific allocations identified in Attachment B, for a total County maximum obligation of \$5,959,081, 100% offset by Federal Centers for Disease Control and Prevention (CDC) - HIV Prevention Project funds, for the period January 1, 2004 through December 31, 2004.
2. Approve and instruct the Director of Health Services, or his designee, to sign five agreement amendments for HIV/AIDS Prevention Services for HIV Infected Persons, substantially similar to Exhibits XVII through XXI, with the HIV/AIDS service providers identified in Attachment A, for the services and specific allocations identified in Attachment B, for a total County maximum obligation of \$1,045,722, 100% offset by CDC funds, for the period January 1, 2004 through December 31, 2004.

3. Approve and instruct the Director of Health Services, or his designee, to sign one agreement amendment for HIV/AIDS Capacity Building Services, substantially similar to Exhibit XXII, with AIDS Project Los Angeles, for the services and specific allocations identified in Attachment B, for a total County maximum obligation of \$200,000, 100% offset by CDC funds, for the period January 1, 2004 through December 31, 2004, with provisions for a twelve month renewal January 1, 2005 through December 31, 2005.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving this action, the Board is authorizing the Director of Health Services, or his designee, to sign sixteen amendments for the provision of HIV/AIDS health education/risk reduction prevention services, five amendments for the provision of HIV/AIDS Prevention Services for HIV Infected Persons, and one amendment for Capacity Building services, with the HIV/AIDS service providers identified in Attachments A and B.

FISCAL IMPACT/FINANCING:

The program cost for the twenty-two agreement amendments for the period of January 1, 2004 through December 31, 2004 is \$7,104,803; and \$100,000 for the period of January 1, 2005 through December 31, 2005. These total amounts are 100% offset with CDC HIV Prevention Project funds.

Funding is included in the Fiscal Year (FY) 2003-04 Adopted Budget and will be requested for future fiscal years. There is no net County cost for these contract services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since February 1983, the County has accepted funding from the CDC to enhance HIV/AIDS prevention activities. For a number of years, the Board has approved agreements and amendments with community-based agencies to implement these HIV/AIDS activities.

Health Education/Risk Reduction Amendments

On December 12, 2000, the Board approved 34 new agreements with various HIV/AIDS service providers for the provision of HIV/AIDS Health Education/Risk Reduction Prevention Services of which 23 agreements contained provisions for automatic renewals through June 30, 2003. The remaining agreements were slated to expire on December 31, 2003.

On March 20, 2001, August 21, 2001, March 19, 2002, the Board approved various HIV/AIDS health education/risk reduction prevention services agreements/amendments to expand services

On March 20, 2001, August 21, 2001, March 19, 2002, the Board approved various HIV/AIDS health education/risk reduction prevention services agreements/amendments to expand services and/or extend the contract term. This resulted in five additional agreements which require extension prior to December 31, 2003.

Under the recommended amendments, sixteen contracts will be extended to continue to support the Department of Health Service's ongoing commitment to maximize the effectiveness of overall HIV prevention services. The term of these amendments will be extended from January 1, 2004 through December 31, 2004, during which time, it is the intent of the Department to conduct a resolicitation for these services.

#### Prevention Services for HIV Infected Persons Amendments

On November 14, 2000, the Board approved prevention services for HIV infected persons agreements with five Community Based Organizations (CBOs) to ensure earlier testing and diagnosis for persons identified as HIV affected, positive, or living with HIV/AIDS, and to ensure increased access to HIV/AIDS care, treatment, and prevention and intervention services.

On December 18, 2001, the Board approved amendments to extend the term of these agreements.

Under the recommended amendments, these services will continue. The term of the agreements will be extended from January 1, 2004 through December 31, 2004.

#### Capacity Building for Communities of Color Amendment

On May 29, 2001, the Board approved capacity building agreements to develop, strengthen, and sustain the organizational infrastructure of community-based organizations ("CBOs") serving communities of color within a specific priority area for the delivery of HIV prevention and care services and interventions.

Under the recommended amendment, assistance in training and direct technical assistance to CBOs for evaluation and service activities within the priority area will continue. The term of the agreement will be extended from January 1, 2004 through December 31, 2005.

Payments will be on a cost reimbursement basis and are subject to performance and continued funding in the subsequent years.

Attachment B identifies the specific contract maximum obligations and terms for each HIV/AIDS provider.



The Honorable Board of Supervisors  
November 26, 2003  
Page 4

No Payment For Services Provided Following Expiration/Termination of Agreement, Compliance With Jury Service Program and Safety Surrendered Baby language are included in the agreements.

Attachments A and B provide additional information.

County Counsel has approved the amendments (Exhibits I through XXII) as to form.

#### CONTRACTING PROCESS:

##### Health Education/Risk Reduction

On January 5, 2000, DHS released a Request for Proposals (RFP) for HIV/AIDS Health Education/Risk Reduction Prevention services with a February 18, 2000 deadline for receipt of Proposals. A total of 147 proposals were received from 62 providers.

On February 28, 2001, DHS released an RFP for HIV/AIDS health education/risk reduction prevention services with an April 12, 2001 deadline for receipt of proposals. A total of 28 proposals were received for the provision of HIV/AIDS prevention services. It is the intent of the Department to conduct a resolicitation for these services in 2004.

##### Prevention Services for HIV Infected Persons

On December 20, 1999, DHS released an RFP for HIV/AIDS Prevention Services for HIV Infected Persons with a February 7, 2000 deadline for submission of proposals. A total of 31 proposals were received from 14 providers.

The new RFP is scheduled for release in April 2004. DHS will advertise the RFP on the Office of Small Business' Countywide Web Site.

##### Capacity Building for Communities of Color

On March 1, 2000, DHS released an RFP for HIV/AIDS Capacity Building for Communities of Color services with an April 11, 2000 deadline for submission of proposals. A total of 10 proposals were received from 10 CBOs.

The new RFP is scheduled for release in May 2004. DHS will advertise the RFP on the Office of Small Business' Countywide Web Site.

The Honorable Board of Supervisors  
November 26, 2003  
Page 5

IMPACT ON CURRENT SERVICES (OR PROJECT):

Approval of these HIV/AIDS prevention and related services amendments will ensure the ongoing commitment to maximize the effectiveness of overall HIV prevention services in Los Angeles County.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas L. Garthwaite". The signature is fluid and cursive, with the first name "Thomas" being the most prominent.

Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:ks

Attachments

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

**SUMMARY OF AGREEMENT**

**TYPE OF SERVICE:**

HIV/AIDS health education/risk reduction prevention services

**1. AGENCY NAME AND CONTACT PERSON:**

- A. AIDS Healthcare Foundation  
6255 West Sunset Boulevard, Suite 2100  
Los Angeles, California 90028  
Attention: Michael Weinstein, President and CEO  
Telephone: (323) 860-5200
- B. AIDS Project Los Angeles  
3550 Wilshire Boulevard, Suite 300  
Los Angeles, California 90010  
Attention: Craig E. Thompson, Executive Director  
Telephone: (213) 201-1456
- C. AIDS Service Center  
1030 South Arroyo Parkway, 2<sup>nd</sup> Floor  
Pasadena, California 91105  
Attention: Yvonne C. Benson, Executive Director  
Telephone: (626) 441-8495
- D. AMASSI  
160 South La Brea Avenue  
Inglewood, California 90301  
Attention: Cleo Manago, CEO  
Telephone: (310) 419-1969
- E. Bienestar Human Services, Inc.  
5326 East Beverly Boulevard  
Los Angeles, California 90022  
Attention: Oscar de la O, President and CEO  
Telephone: (323) 727-7896
- F. Clinica Monsenor Oscar A. Romero  
123 South Alvarado Street  
Los Angeles, California 90057  
Attention: J. F. Gotsill, Interim Executive Director  
Telephone: (213) 989-7700
- G. East Valley Community Health Center  
420 South Glendora Avenue  
West Covina, California 91790  
Attention: Alicia Thomas, Executive Director  
Telephone: (626) 919-5724

AGENCY NAME AND CONTACT PERSON:

- H. El Centro Del Pueblo  
1157 Lemoyne Street  
Los Angeles, California 90026  
Attention: Sandra L. Figueroa-Villa, Executive Director  
Telephone: (213) 483-6335
- I. F.A.M.E. Health Corporation  
2241 South Hobart Boulevard  
Los Angeles, California 90018  
Attention: Peggy G. Hill, Executive Director  
Telephone: (323) 730-7761
- J. Joint Efforts, Inc.  
505 South Pacific Avenue, Suite 650  
San Pedro, California 90731  
Attention: Mary Suzette Rados, Executive Director  
Telephone: (310) 831-2358
- K. Los Angeles Gay & Lesbian Center  
1625 N. Schrader Boulevard  
Los Angeles, California 90028  
Attention: Lorri L. Jean, Executive Director  
Telephone: (323) 993-7609
- L. Los Angeles SHANTI Foundation  
1616 North La Brea Avenue, Suite 200  
Los Angeles, California 90028  
Attention: Marc Hauptert, Executive Director  
Telephone: (323) 962-8197
- M. Minority AIDS Project  
5149 West Jefferson Boulevard  
Los Angeles, California 90016  
Attention: Archbishop Carl Bean, President/CEO  
Telephone: (323) 936-4949
- N. Prototypes  
5601 West Slauson Avenue, Suite 200  
Culver City, California 90230  
Attention: Vivian Brown, Ph.D., CEO  
Telephone: (310) 641-7795
- O. South Bay Family Healthcare Center  
23430 Hawthorne Boulevard, Suite 210  
Torrance, California 90505  
Attention: Jann Hamilton Lee, Executive Director  
Telephone: (310) 802-6177

AGENCY NAME AND CONTACT PERSON:

- P. Special Service for Groups  
605 West Olympic Boulevard, Suite 600  
Los Angeles, California 90015  
Attention: Herbert K. Hatanaka, Executive Director  
Telephone: (213) 553-1800
- Q. Tarzana Treatment Center  
18646 Oxnard Street  
Tarzana, California 91356  
Attention: Scott Taylor, President and CEO  
Telephone: (818) 996-1051
- R. T.H.E. Clinic, Inc.  
3860 West Martin Luther King Boulevard  
Los Angeles, California 90008  
Attention: Sylvia Drew-Ivie, J.D., Executive Director  
Telephone: (323) 295-6571

2. TERMS:

January 1, 2004 through December 31, 2004  
January 1, 2005 through December 31, 2005 (Evaluation Capacity Building only)

3. FINANCIAL INFORMATION: All amendments are 100% offset with federal CDC funds.

	<u>1/1/04 - 12/31/04</u>	<u>1/1/05 - 12/31/05</u>	<u>Totals</u>
*Existing Amendments:	\$ 720,222	- 0 -	\$ 720,222
Funds from New Amendments:	<u>\$7,104,803</u>	<u>\$100,000</u>	<u>\$7,204,803</u>
Revised Total Funding:	\$7,825,025	\$100,000	\$7,925,025

\*Funds in Existing Amendments: Bienestar \$268,622; Minority AIDS Project \$151,000; Los Angeles Gay and Lesbian Center \$300,600

4. GEOGRAPHIC AREA TO BE SERVED:

Countywide

5. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Charles L. Henry, Director, Office of AIDS Programs and Policy

6. APPROVALS:

Office of AIDS Programs and Policy:  
Public Health:  
Contracts and Grants Division:  
County Counsel (approval as to form):

Charles L. Henry, Director  
John F. Schunhoff, Ph.D., Chief of Operations  
Riley J. Austin, Acting Chief  
Kelly M. Auerbach Hassel, Deputy County Counsel

HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES							
Agency	Exhibit Number	Allocation Term 1	Funding Source	Supervisory District	Service Planning Area	Target Population	Performance as of September 30, 2003
1. AMASSI H-211875	I	\$350,824	CDC	2 <sup>nd</sup> District	SPAs 4,6,8	AA/Latino Adults MSM, AA/Latino Youth MSM, AA/Latino Adults MSM/W, AA/Latino Youth MSM/W	Agency needs to improve performance on service goals. Improvement plan implemented.
2. AIDS Service Center H-207308	II	\$279,114	CDC	5 <sup>th</sup> District	SPAs 1,2,3,4,7	Adult MSM Adult MSM/W	Agency is exceeding performance goals.
3. Bienestar Human Services, Inc. H-207293	III	\$1,566,768 Existing 268,622 Total \$1,835,390	CDC	1st, 2nd, 3rd, 4th & 5th Districts	SPAs 2-8	Latino Adults & Youth-MSM, MSM/W, IDU Latina Transgenders	Agency needs to improve performance on service goals. Improvement plan implemented.
4. Clinica Monsenor Oscar A. Romero H-207309	IV	\$229,378	CDC	1 <sup>st</sup> & 2 <sup>nd</sup> Districts	SPA 4	Latino Adults MSM, Latino Adults MSM/W	Agency is meeting goals.
5. East Valley Community Center H-211968	V	\$353,108	CDC	1 <sup>st</sup> & 5 <sup>th</sup> Districts	SPA 3	Youth MSM/W, Adults IDU, Youth WSR	Agency needs to improve performance on service goals. Improvement plan implemented.
6. El Centro Del Pueblo H-212132	VI	\$115,269	CDC	1 <sup>st</sup> & 2 <sup>nd</sup> Districts	SPA 4	Adults & Youth IDU	Agency is meeting goals.
7. F.A.M.E. H-212104	VII	\$114,413	CDC	2 <sup>nd</sup> District	SPA 6	AA Adult/Youth WSR	Agency is meeting goals.
8. Joint Efforts H-211933	VIII	\$333,413	CDC	4 <sup>th</sup> District	SPA 8	Latino Adults MSM/W, Adults IDU	Agency needs to improve performance on service goals. Improvement plan implemented.
9. Los Angeles Gay & Lesbian Center H-211873	IX	\$513,037 Existing 300,600 Total \$813,637	CDC	3rd & 5th Districts	SPAs 2,4,5	Adults & Youth MSM	Agency is meeting goals.

Agency	Exhibit Number	Allocation Term 1	Funding Source	Supervisory District	Service Planning Area	Target Population	Performance as of September 30, 2003
10. Los Angeles SHANTI Foundation H-212131	X	\$109,757	CDC	1 <sup>st</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , & 5 <sup>th</sup> Districts	SPAs 2,4	Adults WSR	Agency is meeting goals.
11. Minority AIDS Project H-211874	XI	\$547,560 Existing 151,000 Total \$698,560	CDC	1 <sup>st</sup> , 2 <sup>nd</sup> , & 4 <sup>th</sup> Districts	SPAs 4,6,8	Adult MSM IDUs, and Adult African-American and Latina WSRs	Agency is meeting goals.
12. Prototypes H-211872	XII	\$396,599	CDC	2 <sup>nd</sup> District	SPAs 4 & 6	AA/Latino Adults IDU, AA/Latina Adult/Youth WSR	Agency is meeting most goals. Improvement plan implemented.
13. South Bay Family Healthcare H-212194	XIII	\$ 79,135	CDC	4 <sup>th</sup> District	SPA 8	Adults MSM/W, Adults WSR	Agency needs to improve performance on service goals. Improvement plan implemented.
14. Special Service for Groups H-211981	XIV	\$609,218	CDC	1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , & 5 <sup>th</sup> Districts	SPAs 1-8	API Adults MSM, MSM/W, API Adults/Youth WSR, API Adults/Youth Transgenderers	Agency needs to improve performance on service goals. Improvement plan implemented.
15. Tarzana Treatment Center H-211871	XV	\$270,276	CDC	3 <sup>rd</sup> District	SPAs 1,2,8	Adults/Youth IDU, Adults/Youth WSR	Agency needs to improve performance on service goals. Improvement plan implemented.
16. T.H.E. Clinic, Inc. H-212193	XVI	\$ 91,212	CDC	2 <sup>nd</sup> District	SPA 6	AA/Latina Adult/Youth WSR	Agency needs to improve performance on service goals. Improvement plan implemented.

HIV/AIDS PREVENTION SERVICES FOR HIV INFECTED PERSONS							
Agency	Exhibit Number	Allocation Term 1	Funding Source	Supervisory District	Service Planning Area	Target Population	Performance as of September 30, 2003
1. AIDS Healthcare Foundation H-207279	XVII	\$ 25,598	CDC	1 <sup>st</sup> & 5 <sup>th</sup> Districts	SPAs 1 & 4	MSM, MSM/W, MSM/IDU, IDU	Agency is meeting goals.
2. AIDS Project Los Angeles H-211827	XVIII	\$141,885	CDC	1 <sup>st</sup> District	SPA 4	MSM, MSM/IDU	Agency is meeting goals.
3. Los Angeles Gay & Lesbian Center H-211828	XIX	\$769,873	CDC	1st,2nd,3rd, 4 <sup>th</sup> , & 5 <sup>th</sup> Districts	SPAs 1-8	All Behavioral Risk Groups	Agency is meeting goals.
4. Los Angeles SHANTI Foundation H-207280	XX	\$ 73,110	CDC	1st,2nd, & 5 <sup>th</sup> Districts	SPAs 2,4 & 6	MSM & WSR	Agency needs to improve performance on service goals. Improvement plan implemented.
5. Tarzana Treatment Center H-207281	XXI	\$ 35,256	CDC	5 <sup>th</sup> District	SPAs 1-8	MSM, MSM/W, MSM/IDU, & IDU	Agency is meeting most goals. Improvement plan implemented.
HIV/AIDS PREVENTION SERVICES FOR HIV INFECTED PERSONS							
1. AIDS Project Los Angeles H-212764	XXII	\$100,000	\$100,000	CDC	1 <sup>st</sup> & 5 <sup>th</sup> Districts	SPAs 1 & 4	MSM, MSM/W, MSM/IDU, IDU

Acronyms: MSM-men who have sex with men; MSM/W-men who have sex with men and women; IDU-injection drug users; WSR-women at sexual risk.

Total maximum County obligation: \$7,204,803  
Less CDC funds: <7,204,803>  
County AIDS funds: \$ -0-



**HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES AGREEMENT**

Amendment No. 3

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003,

by and between COUNTY OF LOS ANGELES (hereafter  
"County"),

and MINORITY AIDS PROJECT (hereafter  
"Contractor").

WHEREAS, reference is made to that certain document  
entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV) ACQUIRED IMMUNE  
DEFICIENCY SYNDROME (AIDS) HEALTH EDUCATION/RISK REDUCTION  
PREVENTION SERVICES AGREEMENT", dated December 12, 2000, and  
further identified as Agreement No. H-211874, (hereafter  
"Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend  
and amend Agreement to provide changes set forth herein; and

WHEREAS, as a recipient of State and/or Centers for  
Disease Control and Prevention (CDC) funds, Contractor will  
participate in the Los Angeles County Eligible Metropolitan  
Area (EMA) HIV continuum of CARE.

WHEREAS, as a recipient of State and/or CDC funds, where there is a Service Provider Network (SPN) in the SPA in which Contractor provides services, Contractor's active participation in the SPN planning and coordination activities is expected and required.

WHEREAS, as a recipient of State and/or CDC funds, Contractor must implement a "consumer advisory committee" with regular meetings and consumer membership as a mechanism for continuously assessing client need and adequacy of Contractor's services, and to obtain client feedback.

WHEREAS, as a recipient of State and/or CDC funds, Contractor must actively collaborate and recruit referrals from service organizations and agencies beyond the Ryan White CARE Act service delivery system, including, but not limited to, substance abuse, mental health, primary health care and social services organizations.

WHEREAS, as a recipient of State and/or CDC funds, Contractor's referrals to and from organizations must be noted and tracked in the OAPP service utilization data system, and followed up in client need and adequacy of Contractor's services, and to obtain client feedback.

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on the date of Board approval.

2. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, D, D-1, D-2, D-3, E, E-1, E-2, E-3, F, F-1, F-2, and F-3, attached hereto and incorporated herein by reference."

3. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph D, shall be amended to read as follows:

"D. During the period January 1, 2004 through December 31, 2004, the maximum obligation of County for all services provided hereunder shall not exceed Six Hundred Ninety-Eight Thousand, Five Hundred Sixty Dollars (\$698,560). Such maximum obligation is comprised entirely of CDC funds. This sum represents the total maximum obligation of County as shown in Schedules 12,

13, 14, and 15, attached hereto and incorporated herein by reference."

4. Paragraph 4, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATION, Subparagraph C, shall be added to Agreement as follows:

"C. Funds received from the State and/or CDC will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis."

5. Paragraph 6, COMPENSATION, shall be amended to read as follows:

"6. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost basis as set forth in Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, and the COST REIMBURSEMENT Paragraph of the body of this Agreement, all attached hereto."

6. Paragraph 7, CONFLICT OF TERMS, shall be amended to read as follows:

"7. CONFLICT OF TERMS: To the extent there exists any conflict or consistency between the language of this Agreement (including its ADDITIONAL PROVISIONS) and that of any exhibit(s), Attachment(s) and Schedules(s), and any documents incorporated herein by reference, the language found within this Agreement shall govern and prevail, and the remaining exhibit(s) and schedule(s) shall govern and prevail in the following order:"

Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, D, D-1, D-2, D-3, E, E-1, E-2, E-3, F, F-1, and F-3  
Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15,  
Exhibit B and C"

7. Paragraph 8, CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT, of the ADDITIONAL PROVISIONS shall be amended to read as follows:

"8. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the

effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN or GROW Programs, who meet Contractor's minimum qualifications for the open position. The DPSS will refer GAIN or GROW participants by job category to the Contractor."

8. Paragraph 10, PAYMENT, of the ADDITIONAL PROVISIONS hereunder shall be deleted in its entirety and replaced by Paragraph 10, COST REIMBURSEMENT, as follows:

"10. COST REIMBURSEMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable

period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the schedule(s) attached hereto.

B. County Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor.

(2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor.

C. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from

or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

D. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

E. Travel costs shall be reimbursed according to applicable federal, state, and/or local guidelines. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

F. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data



is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall

reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

G. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor."

9. Paragraph 57, NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT, shall be added to the ADDITIONAL PROVISIONS of the Agreement as follows:

"57. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

10. Paragraph 58, COMPLIANCE WITH JURY SERVICE PROGRAM, shall be added to the ADDITIONAL PROVISIONS of the Agreement as follows:

"58. COMPLIANCE WITH JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections

2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of Fifty Thousand (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts.

"Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and

Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. The required form, "County of Los Angeles Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to OAPP.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole

discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

11. Paragraph 59, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, shall be added to the ADDITIONAL PROVISIONS of the Agreement as follows:

"59. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its officers, employees, and agents and shall require each Contractor's subcontractors providing services under this Agreement also notify and provide to its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing and review purposes."

12. Paragraph 60, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, shall be added to the ADDITIONAL PROVISIONS of the Agreement as follows:

"60. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S

COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used."

13. Effective as of the effective date of this Amendment, Exhibit F, Description of Services and Exhibits F-1, F-2, and F-3, Scopes of Work, are attached hereto and incorporated herein by reference.

14. Effective as of the effective date of this Amendment, Schedules 13, 14, and 15, are attached hereto and incorporated herein by reference.

15. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.



IN WITNESS WHEREOF, the Board of Supervisors of the  
County of Los Angeles has caused this Amendment to be  
subscribed by its

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Director of Health Services, and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly  
authorized officer, the day, month, and year first above  
written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical  
Officer

MINORITY AIDS PROJECT  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_

(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
LLOYD W. PELLMAN  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES

By \_\_\_\_\_  
Acting Chief, Contracts  
and Grants Division

**EXHIBIT F**

**MINORITY AIDS PROJECT**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES**

1. DEFINITION: HIV/AIDS health education/risk reduction (HE/RR) prevention services are comprehensive programs that: provide individual assessments of personal HIV risk factors; develop and utilize a variety of techniques for risk reduction; and implement strategies to support behavior change. The delivery format of such programs may include, but not be limited to: street outreach, skills building workshops, one-on-one or small group risk reduction counseling, prevention case management, mental health counseling with individuals at risk for HIV infection, social marketing, and/or public awareness campaigns.

2. PERSONS TO BE SERVED:

A. HIV/AIDS HE/RR prevention services shall be provided to Men who have sex with Men (MSM), Injection Drug Users (IDU) and Women at Sexual Risk (WSR) who reside in Service Planning Areas (SPAs) 4, 6, and 8 of Los Angeles County, in accordance with Attachments I, II, and III,

"Service Delivery Specifications", attached hereto and incorporated herein by reference.

B. Contractor shall provide services to those at high or moderate risk for HIV infection in accordance with Exhibits F-1, F-2, and F-3, Scopes of Work, attached hereto and incorporated herein by reference. For the purposes of this Agreement, a high-risk individual meets the following criteria: acknowledges having practiced unprotected sex or injection apparatus sharing at least three (3) times in the previous three (3) months with someone who has HIV or whose serostatus is unknown, AND one (1) or more of the following co-factors: 1) has a diagnosed or diagnosable mental illness, 2) has a diagnosed or diagnosable substance use disorder, including alcoholism, OR acknowledges using crack cocaine or methamphetamine in the past three months, OR reports sex while high on any substance in the past month, 3) has a diagnosis or symptoms consistent with a diagnosis of sexual addiction or compulsion, 4) is homeless or in temporary and unstable housing, or 5) has a sexually transmitted disease or is open to becoming pregnant or has exchanged sex for food, money, shelter or drugs in the past three (3) months. A moderate-risk individual

reports having unprotected sex or apparatus sharing with a person who has HIV or whose serostatus is unknown at least once in the previous year OR has any one (1) of the co-factors listed in the definition for high-risk persons.

3. COUNTY DATA MANAGEMENT SYSTEM: Contractor shall utilize County's data management system to register clients' demographic/resource data, enter service utilization data, medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. County's system will be used to standardize reporting, improve efficiency of billing, support program evaluation processes, and provide OAPP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County.

4. SERVICE DELIVERY SITE(S): Contractor's facilities where services are to be provided hereunder are located at: 5149 West Jefferson Boulevard, Los Angeles, CA 90016 and 4714 Mascot Street, Los Angeles, CA 90019. For the purposes of this Agreement, Contractor shall specify specific cross streets and locations for street outreach activities in monthly reports to Office of AIDS Programs and Policy (OAPP).

Contractor shall request approval from OAPP in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

5. COUNTY'S MAXIMUM OBLIGATION: During the period of January 1, 2004 through December 31, 2004, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS HE/RR prevention services shall not exceed Six Hundred Ninety-Eight Thousand, Five Hundred Sixty Dollars (\$698,560).

6. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 12, 13, 14, and 15.

B. Contractor shall be compensated for administering the Countywide Risk Assessment Survey (CRAS) only for those surveys that are accurately completed as instructed by OAPP.

C. Contractor shall attach accurately completed surveys to the monthly invoice in which CRAS was administered.

D. Contractor shall not be reimbursed by County for CRAS that are not attached to the corresponding monthly

invoice, that are incomplete or not completed as directed by OAPP, and/or are completed after the designated survey period.

E. CRAS funds are restricted to allowable reimbursable costs associated with Subparagraphs B through D above and shall not be reallocated for non-allowable costs.

Payment for services provided hereunder shall be subject to the provisions set forth in the COST REIMBURSEMENT Paragraph of this Agreement.

7. SERVICES TO BE PROVIDED:

A. Contractor shall provide HIV/AIDS HE/RR prevention services in accordance with procedures formulated and adopted by Contractor's staff, consistent with law, regulations, and the terms of this Agreement. Additionally, Contractor shall provide such services as described in Exhibits F-1, F-2, and F-3, Scopes of Work, attached hereto and incorporated herein by reference.

B. Contractor shall comply with the Interim Revision of Requirements for Content of AIDS-related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in Centers

for Disease Control Assistance Programs, as referenced in Exhibit B.

C. Contractor shall obtain written approval from OAPP's Director for all educational materials utilized in association with this Agreement prior to its implementation.

D. Contractor shall submit for approval such educational materials to OAPP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, educational materials may include, but not limited to, written materials (e.g., curricula, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings).

E. Failure of Contractor to abide by this requirement may result in the suspension of this Agreement at the Director's sole discretion.

F. Contractor shall utilize funds received from County for the sole purpose of providing HIV/AIDS HE/RR prevention services.

G. Contractor shall not utilize funds received from County for the purpose of any and all activities



associated with needle exchange, including, but not limited to, purchasing and exchanging of needles.

H. Contractor shall ensure that all staff supported by County funds are not engaged in any and all needle exchange activities.

I. Contractor shall be responsible for reimbursing County for all funds expended on any and all activities associated with needle exchange.

J. Any breach of these provisions shall result in the immediate termination of agreement.

K. Contractor shall administer CRAS during the designated survey period as directed by OAPP.

(1) Prior to survey implementation, Contractor shall obtain OAPP approval of the number of CRAS to be administered.

(2) Contractor shall, in collaboration with OAPP, determine the number of CRAS to be administered and the method of client selection to ensure adequate representation of the existing client population. The number of CRAS to be administered is dependent upon the average monthly total of clients reached. OAPP will designate the time period to assess the average number of clients.

(3) Contractor shall provide OAPP within thirty (30) days of full execution of this Agreement the names and titles of Contractor's employees who will be administering the CRAS.

(4) Contractor's employees who will be administering CRAS shall attend a mandatory CRAS training provided by OAPP. OAPP shall notify Contractor thirty (30) days in advance of when training will be conducted.

8. ADDITIONAL SERVICE REQUIREMENTS:

A. Outreach Services: For the purposes of this Agreement, Outreach Services shall be defined as educational interventions that can occur on one (1) or more of three (3) levels; 1) outreach contact, 2) outreach encounter and 3) linked referral. An outreach contact last approximately five (5) minutes and is an exchange of information or materials between an outreach worker and a member of the target population. At a minimum, an outreach contact must include: promotion and description of agency services and provide an opportunity for further discussion. An outreach encounter lasts five (5) to thirty (30) minutes and is an exchange of comprehensive

information or materials between an outreach worker and a member of the target population. At a minimum, an outreach encounter must include: program promotion, HIV/AIDS prevention information, risk reduction materials, assessment of HIV risk, and linked referrals. A linked referral is the direction of a client to a specific service as indicated by the client assessment. At a minimum, a linked referral must include: referral information provided in writing and verification regarding the client's access to services.

(1) Direct Services: During each term of this Agreement, Contractor shall conduct one (1) or more of the following Outreach Services:

(a) Outreach Contact: Contractor at a minimum shall provide appropriate service promotion and may distribute materials, including, but not limited to: risk reduction literature; condoms, lubricant, and safer sex instructions; bleach, water and directions to properly clean needles and works.

i) Outreach contacts shall consist of the following required documentation: date

of contact; location of contact including address or cross street and zip code; client name, identification number, or unique identifier; age or age range; race/ethnicity; and gender. The outreach contact form must be signed or initialed and dated by staff member conducting the contact.

(b) Outreach Encounter: Contractor at a minimum shall provide appropriate risk reduction information and materials, including, but not limited to: risk reduction literature; condoms, lubricant, and safer sex instructions; bleach, water, and directions to properly clean needles and works.

i) Outreach encounters shall consist of the following required documentation: date of encounter; location of encounter including address or cross street and zip code; client name, identification number, or unique identifier; age or age range; race/ethnicity; gender; behavior risk group; and documentation of referrals provided including name, address, and telephone number of

referral agency; reason for agency referral.

The outreach encounter form must be signed or initialed and dated by staff member conducting the encounter.

(c) **Linked Referral:** Contractor at a minimum shall provide appropriate referral information based on the client assessment, including, but not limited to: social support services, counseling and testing, medical care, and risk reduction support services.

i) Linked referrals shall consist of the following required documentation: date; client name, identification number, or unique identifier; name, address, and telephone number of referral agency; reason for agency referral; and follow-up verification that client accessed services.

(2) **Outreach Staff Training:** Contractor shall conduct ongoing appropriate staff training to assist staff with performing outreach services.

(a) Staff training shall include, but not be limited to: outreach policies and procedures;

rapport building; conducting a risk assessment; materials distribution; and documentation.

(b) Contractor shall maintain documentation of staff training for outreach services to include, but not be limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees.

(c) Contractor shall document training activities in monthly reports to OAPP. For the purposes of this Agreement, training documentation shall include, but not be limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees.

B. Risk Assessment: For the purposes of this Agreement, Risk Assessment shall be defined as the comprehensive evaluation and determination of a client's risk for HIV infection based on the client's self-report. It is a face-to-face interview with each client to assess, at a minimum, HIV risk behaviors. In addition, it may comprehensively assess: health; STD history; substance and alcohol use; mental health; sexual history; social and environmental support; skills to reduce HIV

risk; barriers to safer behavior; protective factors; and to evaluate the clients strengths, competencies, needs, and available resources. This process is accomplished by utilizing a risk assessment form.

(1) Direct Services: During each term of this Agreement, Contractor shall conduct a risk assessment for the following activities to include, but not be limited to, outreach encounters, one-on-one or small group risk reduction counseling, prevention and education support and/or discussion groups, and workshops:

(a) Risk Assessment: a face-to-face interview with each client to assess HIV risk behaviors. It may also assess sexual history, STD history, substance and alcohol use, skills to reduce HIV risk, barriers to safer behavior, social and environmental support, protective factors, and to evaluate the clients needs and available resources. The information obtained is then utilized to develop a baseline of client risk, assess client risk reduction needs, and determine appropriate referrals to other

prevention, counseling and testing, medical and social services.

i) Risk assessments shall consist of the following required documentation: date of assessment; signature and title of staff person conducting assessment; client's status and needs in the following psychosocial areas: risk behaviors, risk reduction skills, barriers to safer behavior, substance use, social support systems, primary and secondary preventions, and identified resources to assist clients in areas of need.

(2) Risk Assessment Staff Training: Contractor shall conduct ongoing appropriate staff training to assist staff with performing comprehensive risk assessments.

(a) Staff training shall include, but not be limited to: rapport building; survey administration; data gathering; and documentation.

(b) Contractor shall maintain documentation of staff training for risk assessments to include, but not limited to: 1) date, time, and



location of staff training; 2) training topic(s); and 3) name of attendees.

(c) Contractor shall document training activities in monthly reports to OAPP. For the purposes of this Agreement, training documentation shall include, but not be limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees.

C. Paraprofessional Services: For the purposes of this Agreement, Paraprofessional Services shall be defined as services provided by non-mental health staff with specialized training under supervision, as described in the Paraprofessional Staff Training and Paraprofessional Supervision Paragraphs, such as, health educators, peer health educators and other direct service staff. Paraprofessionals may lead prevention and education discussion groups, provide one-on-one and/or group risk-reduction counseling, conduct single and/or multi-session workshops, and/or provide peer training.

(1) Direct Services: During each term of this Agreement, Contractor shall conduct paraprofessional

services for one (1) or more of the following activities:

(a) Prevention and Education Discussion

Groups: Structured or drop-in, formal or informal groups held over a period of time which provide a non-judgmental atmosphere to discuss and develop risk reduction skills and receive on-going education and social support.

i) Prevention and education support

and/or discussion groups shall consist of the following required documentation: date; time; and location of group; names, client identification numbers, or unique identifiers of participants; and a group outline, agenda, or minutes which briefly describe what was discussed.

(b) Prevention and Education Workshops:

Structured session(s) in which a speaker(s) presents to an audience highly structured health education and risk reduction intervention efforts. Sessions may be single or multi-session and shall provide technical information based on

an OAPP approved curriculum that could initiate the changing of norms or individual behavior.

i) Prevention and education workshops shall consist of the following required documentation: date; time; and location of workshop; names, client identification numbers, or unique identifiers of participants; and a workshop outline based on an OAPP approved curriculum.

(c) Risk-Reduction Counseling: One-on-one or small group counseling sessions focusing on behavior change activities, such as negotiating safer sex practices, proper condom/latex barrier use and demonstration, and needle cleaning techniques.

i) Risk-reduction counseling shall consist of the following required documentation: date, time, and location of session; names, client identification numbers, or unique identifiers of participants; and a session outline, agenda, or notes which briefly describe what was discussed and any plan which was developed.

(d) Peer Training: Structured training session(s) in which a speaker(s) presents to target population peers highly structured health education and risk reduction intervention information. Peer training shall educate peers to serve as role models and demonstrate risk reduction behaviors within their community. Trainings may be single or multi-session and shall provide educational information based on an OAPP approved curriculum that could initiate the changing of norms or individual behavior.

i) Peer training shall consist of the following required documentation: date; time; and location of training; participant names; and a training outline based on an OAPP approved curriculum.

(2) Paraprofessional Qualifications: At a minimum, each Paraprofessional shall possess a bachelor's degree or experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education; ability to develop and maintain written documentation; knowledgeable of HIV risk behaviors,

human sexuality, substance use, STDs, the target population, and HIV behavior change principles and strategies; and cultural and linguistic competence.

(a) Supervisor Qualifications: The paraprofessional(s) providing services hereunder shall be supervised by a staff member or consultant with experience in providing paraprofessional services and have the academic training/or experience to ensure the appropriateness and quality of paraprofessional services. Such academic training includes: Master's of Social Work (M.S.W.) degree, master's degree in counseling/psychology, licensed Marriage and Family Therapist (M.F.T.), Master's of Public Health (M.P.H.) or Ph.D. in a behavioral science field or a bachelor's degree with extensive experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education. Paraprofessional Supervisor(s) shall additionally possess the qualifications as stated in the Paraprofessional Qualifications Paragraph of this Agreement.

(3) Paraprofessional Supervision: Contractor shall provide supervision for each paraprofessional staff at a minimum of one (1) hour per week. Supervisorial activities shall include, but not be limited to:

(a) Individual/Group Conferences: Discussion of selected clients with supervisor and peers to assist in problem-solving related to clients and to ensure that guidance and high-quality paraprofessional services are being provided.

i) Individual/Group conferences shall consist of the following required documentation: Date of individual group conference; name of participants; psychosocial issues and concerns identified; follow-up plan; verification that guidance has been implemented; and supervisor's first initial, last name, and title.

(4) Paraprofessional Staff Training: Contractor shall conduct ongoing appropriate staff training to assist staff with performing paraprofessional services.

(a) Staff training shall include, but not be limited to the following:

i) Orientation to paraprofessional support including: role of paraprofessionals; services provided by paraprofessionals; limitations of paraprofessional activity; how and when to access supervision; how to utilize and refer clients to other available services.

ii) Paraprofessional skills including: facilitation of prevention and education support/ discussion groups; non-judgmental responding; empathetic listening; and service documentation.

iii) Cultural/Diversity sensitivity including: finding common ground; respecting differences; and how HIV/AIDS interacts with race, class, sex, and sexual orientation.

iv) Legal/Ethical issues, including: confidentiality and limitations and boundaries of the paraprofessional role.

(b) Contractor shall maintain documentation of staff training for paraprofessionals to include, but,

not limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees.

(c) Contractor shall document training activities in monthly reports to OAPP. For the purpose of this Agreement, training documentation shall include, but not be limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees.

9. STAFFING REQUIREMENTS:

A. Contractor shall recruit linguistically and culturally appropriate staff. For the purposes of this Agreement, staff shall be defined as paid and volunteer individuals providing services as described in Exhibits F-1, F-2, and F-3, Scopes of Work, attached hereto and incorporated herein by reference.

B. Contractor shall maintain recruitment records, to include, but not limited to: 1) job description of all positions funded under this agreement; 2) staff résumé(s); 3) appropriate degrees and licenses; and 4) biographical sketch(es) as appropriate.

In accordance with the ADDITIONAL PROVISIONS attached hereto and incorporated herein by reference, if during the



term of this Agreement an executive director, program director, or a supervisory position becomes vacant, Contractor shall notify the OAPP Director in writing prior to filling said vacancy.

10. Staff Development and Training: Contractor shall conduct ongoing and appropriate staff development and training as described in Exhibits F-1, F-2, and F-3, Scopes of Work, attached hereto and incorporated herein by reference.

A. Contractor shall provide and/or allow access to ongoing staff development and training of HIV/AIDS HE/RR staff. Staff Development and training shall include, but not be limited to:

(1) HIV/AIDS - training shall include at a minimum: how the immune system fights diseases, routes of transmission, transmission myths, HIV's effect on the immune system and opportunistic infections, HIV treatment strategies, HIV antibody testing and test site information, levels of risky behavior, primary and secondary prevention methods, psychosocial and cultural aspect of HIV infection, and legal and ethical issues.

(2) Sexually Transmitted Diseases (STD) - training shall include at a minimum: routes of

transmission, signs and symptoms, treatment and prevention, complications, and links between HIV for chlamydia, gonorrhea, syphilis, trichomoniasis, genital herpes, genital warts and hepatitis.

(3) Tuberculosis (TB) - training shall include at a minimum: definition of TB exposure and disease, routes of transmission, signs and symptoms, TB tests, treatment and prevention, drug resistant TB, and links between TB and HIV.

B. Contractor shall maintain documentation of staff training in each employee file to include, but, not limited to: 1) date, time, and location of staff training; 2) name of trainer and title, training topic(s); 3) and name of attendees and title.

C. Contractor shall document training activities in the monthly report to OAPP. For the purposes of this Agreement, training documentation shall include, but not be limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees and title.

11. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this

Agreement attached hereto, Contractor shall submit the following report(s):

A. Monthly Report: Contractor shall submit to OAPP a monthly report together with an invoice no later than thirty (30) days after the end of each calendar month. Monthly reports shall clearly reflect all required information as specified on the monthly report form provided by OAPP.

B. Semi-Annual: Contractor shall submit to OAPP a semi-annual report within the time period as directed for each six month period. Semi-annual reports shall include all the required information and be completed in the correct format.

C. Annual Report: Contractor shall submit to OAPP an annual report within the time period as directed for each year. Annual reports shall include all the required information and be completed in the correct format.

12. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services hereunder, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test)

and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening." Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

13. QUALITY MANAGEMENT: Contractor shall have an OAPP approved Quality Management (QM) Plan on file. The plan shall include the following components:

A. Quality Management Committee: The purpose of a Quality Management Committee is to develop or review the agency's QM Plan and make recommendations for the improvement of services. The Committee shall consist of persons representative of the program and agency such as clients, volunteers, program staff, management, consultants and others (e.g., staff from other community-based organizations). The project coordinator for each contract must be included as a Committee member. Committee membership shall be described by name, title or role, and the constituency represented, i.e., staff, management, and client. The Contractor shall review the Committee recommendations and ensure recommendations are appropriately implemented.

Meetings of the Quality Management Committee shall be conducted a minimum of every three months. Contractor shall keep documentation of Committee activities through meeting minutes and reports to agency management. Documentation shall be kept on file and available for OAPP review upon request.

A separate Committee need not be created if the contracted program has an established advisory committee or the like, so long as its composition and activities conform to the criteria described in this Agreement.

B. Written Policies and Procedures: A QM Plan shall include written policies and procedures describing essential program activities. Policies and procedures shall be based on community and professional standards of care specific to prevention services. The QM Plan shall describe how staff will be trained and monitored to ensure that policies and procedures are effectively implemented. The QM Plan shall describe the process and indicators to be used to review and modify policies and procedures in order to improve the quality of services.

C. Client Feedback: A QM Plan shall include a mechanism for obtaining feedback from program participants regarding program effectiveness,

accessibility and client satisfaction. The QM Plan shall describe the method(s) to be used for client feedback, e.g., satisfaction surveys, focus groups, or interviews. The QM Plan shall describe how client feedback data will be managed, analyzed, reported and used to make improvements to the program.

D. Program Staff Evaluation: A plan for staff evaluation shall include: description of the minimum qualifications for each program staff position; description of how each staff person is trained and developed and; description of the methods, including instruments, to be used to monitor staff performance.

E. Measurable Program Quality Indicators: Measurable quality indicators are intended to address the questions of how well and how effectively services are being provided. By developing a set of indicators specific to each program, establishing a measurable minimum standard for each indicator, and conducting an assessment on the extent to which the indicator is met, the Contractor shall assess the quality of service delivery. A plan of corrective action shall be developed to address any program quality deficiency or to improve on the established effectiveness demonstrated by each

indicator. Quality indicators shall be based on key activities described in the SERVICES TO BE PROVIDED and ADDITIONAL SERVICE REQUIREMENTS Paragraphs of this Exhibit. The QM Plan for prevention services shall include the following measurable program and/or services indicators (AS APPLICABLE PER THIS AGREEMENT):

(1) Process: Sixty percent (60%) of clients contacted will be provided encounter-level prevention services; one hundred percent (100%) of clients engaged for encounter level services will be offered a risk assessment; seventy-five percent (75%) of those clients will complete a risk assessment; eighty percent (80%) of those engaged for encounter level services will complete the services; one hundred percent (100%) of clients completing services will be offered a client satisfaction survey.

(2) Outcome: Eighty percent (80%) of clients completing services will report satisfaction with the prevention services they received; seventy percent (70%) of clients completing services will demonstrate increased level of HIV risk reduction knowledge/ attitudes upon post-test measures; seventy percent of clients completing services will successfully

demonstrate at least one risk reduction skill (e.g., putting a condom on a model, cleaning of injection equipment; communication/decision-making); seventy percent (70%) of clients completing services will report the intention to adopt at least one change in their reported risk behavior (e.g., using condoms or not sharing and/or cleaning injection equipment); sixty percent (60%) of clients completing services will report the adoption of at least one change in their reported risk behavior upon initial follow-up; sixty percent (60%) of those clients will report the maintenance of the adopted changes upon three month follow-up; sixty percent (60%) of those clients will demonstrate evidence of overall harm reduction upon three month follow-up assessment; sixty percent (60%) of those clients will achieve improvement in overall quality of life (includes social factors that impede clients' ability to reduce their risk); one hundred percent (100%) of all media products will be developed utilizing appropriate consumer, community, government and academic input. Documentation of quality indicator assessment shall be kept on file and available for OAPP review upon request.



F. Quality Assessment and Improvement Reports: The QM Plan shall include two (2) reports, signed by the Executive Director, and made available to the OAPP Program Manager at the time of monitoring review or upon request by County:

(1) Mid-Year Report documenting the results of QM Plan functions, including the following: QM Committee activities, including those in attendance, agenda items discussed, and policy and procedure change recommendations to agency for improvement of services; results and analysis of data collected from client feedback methods and staff evaluations; plan of corrective action resulting from the assessment of the Measurable Program Quality Indicators.

(2) Year-end Report documenting QM Committee activities and the implementation of the plan of corrective action as approved by OAPP.

14. EVALUATION:

A. Contractor shall have an OAPP approved evaluation plan of HIV/AIDS HE/RR services. The evaluation plan shall be consistent with the Centers for Disease Control and Prevention (CDC) Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes

1 and 2, (1999) as it currently exist or as it is modified in the future.

B. Contractor shall submit process data consistent with the types of data required by the CDC (Example forms to summarize process data located in Volume 2, Chapter 4 of Evaluating CDC-funded Health Department HIV Prevention Programs), as directed by OAPP.

C. OAPP shall provide Contractor with CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (1999) and forms.

D. Contractor shall submit to OAPP the Mid-Year and Annual Evaluation Progress Report no later than 30 days after each six month period. The required data and information shall be submitted in accordance with the CDC Evaluation Guidance and forms, as provided by OAPP.

E. OAPP shall provide written notification to Contractor of any revisions or modifications to CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (1999) and forms within ten (10) working days of OAPP's receipt of such revisions or modifications.

F. Contractor shall participate in the OAPP-managed development of a uniform data collection system for prevention evaluation as directed by OAPP.

SCHEDULE 13

MINORITY AIDS PROJECT

HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

BEHAVIORAL RISK GROUP: MSM

SERVICE PLANNING AREAS 4, 6, AND 8

	<u>Budget Period</u>
	January 1, 2004 through December 31, 2004
<u>Full-Time Personnel</u>	
Salaries	\$ 133,804
Employee Benefits	<u>36,127</u>
Total Personnel and Employee Benefits	\$ 169,931
Operating Expenses	\$ 34,969
Capital Expenditures	\$ -0-
Other Costs	\$ 18,390
Indirect Costs	<u>\$ 23,790</u>
TOTAL PROGRAM BUDGET	\$ 247,080

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

SCHEDULE 14

MINORITY AIDS PROJECT

HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

BEHAVIORAL RISK GROUP: IDU

SERVICE PLANNING AREAS 4, 6, AND 8

	<u>Budget Period</u>
	January 1, 2004 through December 31, 2004
<u>Full-Time Personnel</u>	
Salaries	\$ 96,555
Employee Benefits	<u>26,070</u>
Total Personnel and Employee Benefits	\$122,625
Operating Expenses	\$ 31,775
Capital Expenditures	\$ -0-
Other Costs	\$ 72,820
Indirect Costs	<u>\$ 18,394</u>
TOTAL PROGRAM BUDGET	\$245,614

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

SCHEDULE 15

MINORITY AIDS PROJECT

HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

BEHAVIORAL RISK GROUP: WSR

SERVICE PLANNING AREAS 4 AND 6

	<u>Budget Period</u>
	January 1, 2004 through December 31, 2004
<u>Full-Time Personnel</u>	
Salaries	\$ 20,798
Employee Benefits	<u>5,615</u>
Total Personnel and Employee Benefits	\$ 26,413
Operating Expenses	\$ 11,143
Capital Expenditures	\$ -0-
Other Costs	\$ 13,348
Indirect Costs	<u>\$ 3,962</u>
TOTAL PROGRAM BUDGET	\$ 54,866

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

EXHIBIT F-1  
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 1: To reduce the incident of HIV infection among high or moderate at risk Men Who Have Sex With Men (MSM) in Service Planning Areas 4, 6, and 8 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>1.0 By 12/31/04, a minimum of 2,250 MSM will participate in street outreach contacts. A contact is defined as an exchange of material or information between an outreach worker and a target population member, and will usually not exceed 5 minutes.</p> <p>Quarterly Totals <u>562</u> 1st Quarter <u>562</u> 2nd Quarter <u>562</u> 3rd Quarter <u>562</u> 4th Quarter <u>564</u></p>	<p>1.1 Review and revise, as needed, outreach protocol, and educational and/or promotional material. Protocol will include, but not be limited to: basic HIV/AIDS information, outreach rules, proposed site, referral list, and safety procedures. Educational information will include but not be limited to: risk-reduction information program description and contact information. Submit to Office of AIDS Program and Policy (OAPP) for approval.</p> <p>1.2 Schedule outreach activities and maintain calendar of sites, dates, and times.</p> <p>1.3 Conduct outreach and maintain contact log. Contact logs will include, but not be limited to: sites, dates, number of individuals contacted, demographic information, and materials presented.</p>	<p>By 2/1/04</p> <p>1/1/04 and ongoing</p> <p>1/1/04 and ongoing</p>	<p>1.1 Letter(s) of OAPP approval and related materials will be kept on file.</p> <p>1.2 Documents will be kept on file and submitted with monthly reports to OAPP.</p> <p>1.3 Documents will be kept on file and number of participants will be documented in monthly reports to OAPP.</p>
<p>1A.0 By 12/31/04, a minimum of 1,620 MSM will participate in outreach encounters. An outreach encounter is defined as an extended contact between an outreach worker and a target population member, and at minimum includes information about the program, how the individual can benefit, and questions to assess risk behaviors. Identifying information is collected for referrals as appropriate.</p> <p>Quarterly Totals <u>405</u> 1st Quarter <u>405</u> 2nd Quarter <u>405</u> 3rd Quarter <u>405</u> 4th Quarter <u>405</u></p>	<p>1A.1 Review and revise, as needed, encounter form to include, but not be limited to: contact log information, demographic information and HIV risk assessment and referral information. Submit to OAPP for approval.</p> <p>1A.2 Administer encounter form, analyze results and submit data summary to OAPP.</p>	<p>By 2/1/04</p> <p>1/1/04 and ongoing</p>	<p>1A.1 Letter(s) of OAPP approval and related materials will be kept on file.</p> <p>1A.2 Completed material will be kept on file and number of participants documented in monthly reports to OAPP.</p>
<p>1B.0 By 12/31/04, a minimum of 1,350 MSM who participated in an encounter, will receive safer sex supplies, referrals, and/or HIV educational materials.</p>	<p>1B.1 Review and revise, as needed, safer sex supplies. Safer sex supplies will include, but not be limited to: condoms, lube, and literature. Submit to OAPP for approval.</p> <p>1B.2 Administer safer sex supplies, referrals and/or HIV/AIDS educational materials.</p>	<p>By 2/1/04</p> <p>1/1/04 and ongoing</p>	<p>1B.1 Letter(s) of OAPP approval and related materials will be kept on file.</p> <p>1B.2 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>

EXHIBIT F-1  
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 1: To reduce the incident of HIV infection among high or moderate at risk Men Who Have Sex With Men (MSM) in Service Planning Areas 4, 6, and 8 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>2.0 By 12/31/04, a minimum of 810 MSM will participate in one-on-one HIV Risk Reduction Counseling sessions.</p> <p>60% of MSM will be at high or Moderate risk</p> <p>Quarterly Total 202</p> <p>1st Quarter 202</p> <p>2nd Quarter 202</p> <p>3rd Quarter 202</p> <p>4th Quarter 202</p>	<p>2.1 Review and revise, as needed, one-on-one HIV risk reduction counseling protocol, personal risk behavior forms, personal behaviors forms, HIV risk behavior self-report forms, behavioral intent forms, follow-up forms and linked referral forms. Protocol to include, but not be limited to: HIV/AIDS risk behaviors, substance use, sex and HIV, value awareness, safer sex negotiation skills and conflict management, and harm reduction skills and management. Submit to OAPP for approval.</p> <p>2.2 Schedule one-on-one HIV risk reduction counseling sessions and maintain calendar of sites, dates, and times.</p> <p>2.3 Conduct one-on-one sessions and document client progress.</p>	<p>By 2/1/04</p> <p>1/1/04 and ongoing</p> <p>1/1/04 and ongoing</p> <p>1/1/04 and ongoing</p> <p>1/1/04 and ongoing</p> <p>1/1/04 and ongoing</p> <p>1/1/04 and ongoing</p>	<p>2.1 Letter(s) of OAPP approval and related materials will be kept on file.</p> <p>2.2 Documents will be kept on file and submitted with monthly reports to OAPP.</p> <p>2.3 Documents will be kept on file and number of participants documented in monthly reports to OAPP.</p> <p>2A.2 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p> <p>2B.1 Completed materials will be kept on file and number of participants will be documented in monthly reports to OAPP.</p> <p>2C.1 Completed materials will be kept on file and number of participants will be documented in monthly reports to OAPP.</p> <p>2D.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>
2A.0 By 12/31/04, a minimum of 720 MSM will complete an HIV risk assessment.	2A.1 Administer HIV risk assessment, analyze results, and submit data to OAPP.	1/1/04 and ongoing	
2B.0 By 12/31/04, a minimum of 630 MSM will identify at least one personal risk behavior for HIV infection.	2B.1 Administer personal risk behavior form, analyze results, and submit data to OAPP.	1/1/04 and ongoing	
2C.0 By 12/31/04, a minimum of 540 MSM will identify at least one barrier to practicing HIV risk reduction behaviors.	2C.1 Administer personal barrier form, analyze results, and submit data to OAPP.	1/1/04 and ongoing	
2D.0 By 12/31/04, a minimum of 450 MSM will state discussing risk reduction behaviors with sexual and/or drug sharing partners.	2D.1 Administer HIV risk behaviors self-report form, analyze results, and submit data to OAPP.	1/1/04 and ongoing	

**EXHIBIT F-1  
SCOPE OF WORK**

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 1: To reduce the incident of HIV infection among high or moderate at risk Men Who Have Sex With Men (MSM) in Service Planning Areas 4, 6, and 8 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2E.0 By 12/31/04, a minimum of 360 MSM will state an intent to adopt a risk reduction behavior.	2E.1 Administer behavioral intent form, analyze results and submit data to OAPP.	1/1/04 and ongoing	2E.1 Completed materials will be kept on file and number of participants will be documented in monthly reports to OAPP.
2F.0 By 12/31/04, a minimum of 180 MSM will complete at least one successful linked referral.  A linked referral is defined as the direction of a client to a specific service as indicated by the client assessment and with the referral information provided in writing. The referral may include, but not be limited to: date, client's name, agency referred to, reason for referral, and the name of the individual making the referral. The distinguishing characteristic of a linked referral is that verification is obtained regarding client's access to referred services.	2F.1 Administer linked referral form, analyze results and submit data to OAPP.	1/1/04 and ongoing	2F.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.
2G.0 By 12/31/04, a minimum of 67 MSM will participate in a two-month follow-up.	2G.1 Conduct two-month follow-up. Document clients success/failures and provide support.	2/1/04 and ongoing	2G.1 Documents will be kept on file and number of participants documented in monthly reports to OAPP.
	2G.2 Administer two-month follow-up form, analyze results and submit to OAPP.	2/1/04 and ongoing	2G.2 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.
2H.0 By 12/31/04, a minimum of 50 MSM will have maintained a risk reduction behavior at a two-month follow-up.	2H.1 Administer follow-up behavioral intent form and self-report form. Document if client maintained risk reduction behavior, analyze results and report to OAPP.	2/1/04 and ongoing	2H.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.



EXHIBIT F-2  
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among high or moderate at risk African-American, Latino and Caucasian Injection Drug Users (IDUs) in Service Planning Areas 4, 6, and 8 of Los Angeles County..

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>1.0 By 12/31/04, a minimum of 810 IDUs will participate in an outreach encounter. An encounter is defined as an extended contact between outreach worker and a target population member, and at a minimum includes information about the program, how the individual can benefit, and questions to assess risk behavior. Identifying information is collected for referrals as appropriate.</p> <p>Quarterly Totals 1st Quarter <u>202</u> 2nd Quarter <u>202</u> 3rd Quarter <u>202</u> 4th Quarter <u>204</u></p>	<p>1.1 Review and revise, as needed, outreach protocol, encounter form and educational materials. Protocol will include, but not be limited to: basic HIV/AIDS information, outreach rules, proposed sites, and safety procedures. Educational information will include but not be limited to: risk reduction information, program description and contact information. Encounter form to include, but not be limited to: contact information, demographic information, and identified risk behavior. Submit to Office of AIDS Programs and Policy (OAPP) for approval.</p> <p>1.2 Administer encounter form, and educational materials, analyze results and submit data to OAPP.</p>	<p>By 2/1/04</p>	<p>1.1 Letter(s) of OAPP approval and related material will be kept on file.</p>
<p>1A.0 By 12/31/04, a minimum of 630 IDUs will receive HIV risk reduction kits.</p>	<p>1A.1 Review and revise, as needed, HIV risk reduction kit. Kit to include, but not be limited to: condoms, lubricants, bleach, alcohol pads, cotton, sterile gauze, and prevention materials. Submit to OAPP for approval.</p> <p>1A.2 Administer risk reduction kit and maintain log of kits distributed to clients.</p>	<p>1/1/04 and ongoing</p> <p>By 2/1/04</p>	<p>1.2 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p> <p>1A.1 Letter(s) of OAPP approval and related material will be kept on file.</p>
<p>1B.0 By 12/31/04, a minimum of 540 IDUs will be referred to the Prevention Services Program (PSP). PSP utilizes a Prevention Case Management model.</p>	<p>1B.1 Review and revise, as needed, referral form. Submit to OAPP for approval.</p> <p>1B.2 Administer and maintain referral form. Form will include, but not be limited to: client I.D. number, date and name of staff providing referral. Analyze results and submit data to OAPP.</p>	<p>1/1/04 and ongoing</p> <p>By 2/1/04</p> <p>1/1/04 and ongoing</p>	<p>1A.2 Completed material will be kept on file and number of participants receiving risk reduction kits documented in monthly reports to OAPP.</p> <p>1B.1 Letter(s) of OAPP approval and related material will be kept on file.</p> <p>1B.2 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>

EXHIBIT F-2  
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among high or moderate at risk African-American, Latino and Caucasian Injection Drug Users (IDUs) in Service Planning Areas 4, 6, and 8 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>2.0 By 12/31/04, a minimum of 450 IDUs will participate in the PSP program.</p> <p>PSP includes agencies participating in the Safety Net. Safety Net is a comprehensive network of service providers for HIV testing, drug treatment, housing, mental health, food, clothing, and socialization.</p> <p>100% of IDUs will be at high or moderate risk.</p> <p>Quarterly Totals</p> <p>1st Quarter <u>112</u></p> <p>2nd Quarter <u>112</u></p> <p>3rd Quarter <u>113</u></p> <p>4th Quarter <u>113</u></p>	<p>2.1 Review and revise, as needed, PSP Protocol and PSP forms. Forms to include, but not be limited to: client intake, client contact log, Safety Net referral list, individual service plan, quarterly follow-up form and progress notes. Submit to OAPP for approval.</p> <p>2.2 Conduct PSP program activities and document in client progress notes.</p>	<p>By 2/1/04</p> <p>1/1/04 and ongoing</p>	<p>2.1 Letter(s) of OAPP approval and related materials will be kept on file.</p> <p>2.2 Documents will be kept on file and results documented in monthly reports to OAPP.</p>
<p>2A.0 By 12/31/04, a minimum of 405 IDUs will complete an intake and comprehensive assessment.</p>	<p>2A.1 Administer intake and assessment, analyze results and submit data to OAPP.</p>	<p>1/1/04 and ongoing</p>	<p>2A.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>
<p>2B.0 By 12/31/04, a minimum of 360 IDUs will complete an individual service plan.</p>	<p>2B.1 Administer individual service plan, analyze results and submit data to OAPP.</p>	<p>1/1/04 and ongoing</p>	<p>2B.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>
<p>2C.0 By 12/31/04, a minimum of 270 IDUs participating in the PSP will implement at least one goal stated in the individual service plan.</p>	<p>2C.1 Administer individual service plan and review with client. Document client progress in progress notes, analyze results and submit data to OAPP.</p>	<p>1/1/04 and ongoing</p>	<p>2C.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>
<p>2D.0 By 12/31/04, a minimum of 225 IDUs in the PSP program will be referred to service providers in the Safety Net.</p>	<p>2D.1 Administer Safety Net referral list and maintain documentation of type of referral given.</p>	<p>1/1/04 and ongoing</p>	<p>2D.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>
<p>2E.0 By 12/31/04, a minimum of 180 IDUs will complete at least one successful Safety Net linked referral.</p> <p>A linked referral is defined as the direction of a client to a specific service as indicated by the client assessment and with the referral information provided in writing. The referral may include but not be limited to: date, client's name, agency referred to, reason for referral, and the name of the individual making the referral. The distinguishing characteristic of a linked referral is that verification is obtained regarding client's access to referred service(s).</p>	<p>2E.1 Conduct follow-up with Safety Net Providers to determine if client received services. Maintain documentation in client progress notes.</p>	<p>1/1/04 and ongoing</p>	<p>2E.1 Documents will be kept on file and number of participants documented in monthly reports to OAPP.</p>

EXHIBIT F-2  
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among high or moderate at risk African-American, Latino, and Caucasian injection drug users (IDUs) in Service Planning Areas 4, 6, and 8 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2F.0 By 12/31/04, a minimum of 135 participants in PSP will receive a quarterly follow-up.  Quarterly Totals 1st Quarter      20 2nd Quarter      20 3rd Quarter      47 4th Quarter      48	2F.1 Conduct Quarterly Follow-up Surveys with each client and record client progress. Surveys will include, but not be limited to: referral information and HIV risk reduction practices. Obtain follow-up survey and maintain client results on file.  2F.2 Administer Quarterly Follow-up Survey, analyze results and submit data to OAPP.	1/1/04	2F.1 Letter(s) of OAPP approval and related material will be kept on file.
3.0 By 12/31/04, a minimum of 22 IDUs will be recruited and trained as Peer Educators.	3.1 Review and revise, as needed, Peer Educator training curriculum, post-test certification, skills checklist, self-report form and sign-in sheet. Curriculum topics will include, but not be limited to: needle cleaning, condom use, high risk behaviors, strategies to adopt risk reduction behaviors, pre-contemplation of risky behavior, contemplation of changing risky behavior, adoption of risk reduction behaviors, and self-efficacy. Risk reduction skills checklist to include, but not be limited to: needle cleaning, abstinence, limited or no drug use, site and date. Self-report form to include, but not be limited to: client name or ID number, date, site, and skills taught. Submit to OAPP for approval.	1/1/04 and ongoing  By 2/1/04	2F.2 Documents will be kept in client file and number of participants documented in monthly reports to OAPP.  3.1 Letter(s) of OAPP approval and related material will kept on file.
	3.2 Recruit IDUs to assist staff with interviews and follow-up and participate in monthly meetings.	1/1/04 and ongoing	3.2 Documents will be kept on file and activity progress documented in monthly reports to OAPP.

EXHIBIT F-2  
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among high or moderate at risk African-American, Latino, and Caucasian injection drug users (IDUs) in Service Planning Areas 4, 6, and 8 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
3A.0 By 12/31/04, a minimum of 13 Peer Advocates (IDUs) will complete a 2-hour Peer Educator Training.	3A.1 Schedule Peer Advocate trainings and maintain a calendar of sites, dates, and times. 3A.2 Conduct Peer Leader trainings and obtain sign-in sheets.	1/1/04 and ongoing  1/1/04 and ongoing	3A.1 Documents will be kept on file and documented in monthly reports to OAPP. 3A.2 Documents will be kept on file and number of participants documented in monthly reports to OAPP.
3B.0 By 12/31/04, a minimum of 9 IDUs will score at least 80% on the post-test to be accepted as Peer Educators.	3B.2 Administer post-test, document client score, maintain results, and report to OAPP.	1/1/04	3B.1 Documents will be kept on file and number of participants documented in monthly reports to OAPP.
3C.0 By 12/31/04, a minimum of 9 Peer Leaders will demonstrate at least two risk reduction skills during outreach to IDUs.	3C.1 Administer risk reduction skills checklist form, analyze results and report to OAPP. Document results to include: name or ID number of Peer conducting sessions, number of IDUs trained, site, and date.	1/1/04 and ongoing	3C.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.
3D.0 By 12/31/04, a minimum of 9 IDUs trained by Peer Advocates will recite or demonstrate (to program staff) the risk reduction skills learned.	3D.1 Administer risk reduction skills checklist and self-report form. Document results to include: name or ID number of IDUs, skill learned, site, and date.	1/1/04 and ongoing	3D.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.

EXHIBIT F-3  
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among high or moderate at risk adult African-American and Latina women at sexual risk in Service Planning Areas 4 and 6 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>1.0 By 12/31/04, a minimum of 288 adult AA/Latina women at sexual risk will participate in outreach encounters.</p> <p>An outreach encounter is defined as an extended contact between an outreach worker and a target population, and at minimum includes information about the program, how the individual can benefit, and questions to assess risk behaviors. Identifying information is collected for referrals as appropriate.</p> <p>Quarterly Totals 1st Quarter 72 2nd Quarter 72 3rd Quarter 72 4th Quarter 72</p>	<p>1.1 Review and revise, as needed, outreach protocol, educational materials, promotional materials, encounter form, risk assessment form, and linked referral form. Protocol will include but not be limited to : basic HIV/AIDS information, outreach rules, proposed site, and safety procedures. Educational information will include but not be limited to: risk reduction information, program description and contact information. Encounter form to include but not be limited to: contact log information, risk assessment and referral information given. Submit to Office of AIDS Program and Policy (OAPP) for approval.</p> <p>1.2 Schedule outreach activities and maintain calendar of sites, dates, and times.</p> <p>1.3 Conduct outreach activities and maintain contact logs including but not be limited to: sites, dates, number of individuals contacted, demographic information, and materials presented.</p> <p>1.4 Administer encounter form, analyze data and submit data summary to OAPP.</p> <p>1A.1 Administer HIV risk assessment, analyze results, and submit data to OAPP.</p>	<p>By 2/1/04</p> <p>1/1/04 and ongoing</p> <p>1/1/04 and ongoing</p> <p>1/1/04 and ongoing</p> <p>1/1/04 and ongoing</p>	<p>1.1 Letter (s) of OAPP approval and related material will be kept on file.</p> <p>1.2 Documents will be kept on file and submitted with monthly reports to OAPP.</p> <p>1.3 Document will be kept on file and number of participants documented in monthly reports to OAPP.</p> <p>1.4 Completed material will be kept on file and number of participants documented in monthly reports to OAPP.</p> <p>1A.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>
<p>1A.0 By 12/31/04, a minimum of 191 participants will complete a HIV risk assessment.</p>			

EXHIBIT F-3  
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among high or moderate at risk adult African-American and Latina women at sexual risk in Service Planning Areas 4 and 6 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>2.0 By 12/31/04, a minimum of 119 adult AA/Latina women at sexual risk will participate in a one-on-one HIV/AIDS risk reduction counseling session.</p> <p>Quarterly Total 1st Quarter <u>29</u> 2nd Quarter <u>29</u> 3rd Quarter <u>30</u> 4th Quarter <u>31</u></p>	<p>2.1 Review and revise, as needed, one-on-one HIV risk reduction session protocol, behavior change pre-test and post-test, personal risk behavior, behavior intent, and behavior outcome measure forms. Protocol to include, but not be limited to: HIV/AIDS risk behaviors, substances use, sex and HIV, value awareness, safer sex negotiations skills and conflict management, and harm reduction skills and management. Submit to OAPP for approval.</p>	By 2/1/04	2.1 Letter(s) of OAPP approval and related materials will be kept on file.
	2.2 Schedule one-on-one HIV risk reduction sessions and maintain calendar of sites, dates, and times.	1/1/04 and ongoing	2.2 Documents will be kept on file and submitted with monthly reports to OAPP.
	2.3 Conduct one-on-one sessions, analyze results, and submit data to OAPP.	1/1/04 and ongoing	2.3 Documents will be kept on file and number of participants documented in monthly reports to OAPP.
2A.0 By 12/31/04, a minimum of 90 participants will identify at least one personal risk behavior for HIV infection.		1/1/04 and ongoing	2A.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.
2B.0 By 12/31/04, a minimum of 60 participants will commit to reducing or maintaining at least one risk reduction behavior.	2A.1 Administer personal risk behavior form, analyze results, and submit data to OAPP.	1/1/04 and ongoing	2B.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.
	2B.1 Administer behavioral intent form, analyze results and submit data to OAPP.	2/1/04 and ongoing	2C.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.
2C.0 By 12/31/04, a minimum of 29 participants will have maintained, or be willing to recommit, to at least one risk reduction behavior at a one month follow-up session.	2C.1 Administer behavior outcome measure, analyze results and submit data to OAPP.	1/1/04 and ongoing	2D.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.
2D.0 By 12/31/04, a minimum of 18 adult AA/Latina women at sexual risk who participated in individual risk reduction counseling session, will complete at least one successful linked referral.	2D.1 Administer linked referral forms, analyze results and submit data to OAPP.		
<p>A linked referral is defined as the direction of a client to a specific service as indicated by the client assessment and with the referral information provided in writing. The referral may include, but not be limited to: date, client's name, agency referred to, reason for referral, and the name of the individual making the referral. The distinguishing characteristic of a linked referral is that verification is obtained regarding client's access to referred services.</p>			

EXHIBIT F-3  
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among high or moderate at risk adult African-American and Latina women at sexual risk in Service Planning Areas 4 and 6 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>3.0 By 12/31/04, a minimum of 89 adult AA/Latina women at sexual risk will complete at least 3 sessions of a 6 session Risk Reduction Workshop.</p> <p>75% of WSRs will be at high or moderate risk.</p> <p>Quarterly Totals</p> <p>1st Quarter <u>22</u></p> <p>2nd Quarter <u>22</u></p> <p>3rd Quarter <u>22</u></p> <p>4th Quarter <u>23</u></p>	<p>3.1 Review and revise, as needed, workshop curriculum, pre and post-tests, risk assessments, and behavior commitment forms. Submit to OAPP for approval.</p> <p>3.2 Schedule workshops and maintain a calendar of sites, dates, and times.</p> <p>3.3 Conduct workshops and obtain sign-in sheets.</p>	<p>By 2/1/04</p> <p>1/1/04 and ongoing</p> <p>1/1/04 and ongoing</p>	<p>3.1 Letter(s) of OAPP approval and related materials will be kept on file.</p> <p>3.2 Documents will be kept on file and submitted with monthly reports to OAPP.</p> <p>3.3 Documents will be kept on file and number of participants documented in monthly reports to OAPP.</p>
<p>3A.0 By 12/31/04, a minimum of 75 participants that complete at least 3 of 6 risk reduction workshop series will increase their behavior change knowledge score by 15% from pre-test to post-test.</p>	<p>3A.1 Administer behavior change pre-test and post-tests, analyze results and report to OAPP.</p>	<p>1/1/04 and ongoing</p>	<p>3A.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>
<p>3B.0 By 12/31/04, a minimum of 75 participants who completed at least 3 sessions of 6-session risk reduction workshop series will complete an HIV risk assessment at the beginning of the series.</p>	<p>3B.1 Administer HIV risk assessments, analyze results and report to OAPP.</p>	<p>1/1/04 and ongoing</p>	<p>3B.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>
<p>3C.0 By 12/31/04, a minimum of 60 participants who completed at least 3 sessions of 6-session risk reduction workshops will commit to reducing or maintaining at least one risk reduction behavior.</p>	<p>3C.1 Administer behavioral commitment forms, analyze results, and report to OAPP.</p>	<p>1/1/04 and ongoing</p>	<p>3C.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>
<p>3D.0 By 12/31/04, a minimum of 42 participants that complete at least 3 sessions of 6-session risk reduction workshop will have maintained, or be willing to recommit, to at least one risk reduction behavior at a 1 month follow-up session.</p>	<p>3D.1 Administer behavioral outcome measure, analyze results, and report to OAPP</p>	<p>2/1/04 and ongoing</p>	<p>3D.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>

EXHIBIT F-3  
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among high or moderate at risk adult African-American and Latina women at sexual risk in Service Planning Areas 4 and 6 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
4.0 By 12/31/04, a minimum of 2 certified PEs will co-facilitate behavior change sessions under the supervision of the staff Health Educator.	4.1 Conduct PE evaluation, analyze results, and submit findings to OAPP. Maintain copies of PE certification test to validate certification.	1/1/04 and ongoing	4.1 Documents will be kept on file and number of participants documented in monthly reports to OAPP.
4A.0 By 12/31/04, a minimum of 2 certified PEs will meet with program staff at least once per month for feedback, relevant staff/training issues, trouble-shooting, discussion, and so on.	4A.1 Conduct monthly PE meetings, obtain sign-in sheets, and record minutes.	1/1/04 and ongoing	4A.1 Documents will be kept on file and number of participants documented in monthly reports to OAPP.



**HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
PREVENTION SERVICES FOR HIV INFECTED PERSONS  
SERVICES AGREEMENT**

Amendment No. 2

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003,

by and between COUNTY OF LOS ANGELES (hereafter  
"County"),

and LOS ANGELES SHANTI FOUNDATION  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document  
entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV) ACQUIRED IMMUNE  
DEFICIENCY SYNDROME (AIDS) PREVENTION SERVICES FOR HIV  
INFECTED PERSONS SERVICES AGREEMENT", dated November 14, 2000,  
and further identified as Agreement No. H-207280, (hereafter  
"Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend  
and amend Agreement to provide changes set forth herein; and

WHEREAS, as a recipient of State and/or Federal Centers  
for Disease Control and Prevention (CDC) funds, Contractor  
will participate in the Los Angeles County Eligible  
Metropolitan Area (EMA) HIV continuum of CARE.

WHEREAS, as a recipient of State and/or CDC funds, where there is a Service Provider Network (SPN) in the SPA in which Contractor provides services, Contractor's active participation in the SPN planning and coordination activities is expected and required.

WHEREAS, as a recipient of State and/or CDC funds, Contractor must implement a "consumer advisory committee" with regular meetings and consumer membership as a mechanism for continuously assessing client need and adequacy of Contractor's services, and to obtain client feedback.

WHEREAS, as a recipient of State and/or CDC funds, Contractor must actively collaborate and recruit referrals from service organizations and agencies beyond the Ryan White CARE Act service delivery system, including, but not limited to, substance abuse, mental health, primary health care and social services organizations.

WHEREAS, as a recipient of State and/or CDC funds, Contractor's referrals to and from organizations must be noted and tracked in the OAPP service utilization data system, and followed up in client need and adequacy of Contractor's services, and to obtain client feedback.

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on the date of Board approval.

2. The first paragraph of Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: The term of this Agreement shall commence on November 31, 2000 and continue, unless sooner terminated or canceled, to and including December 31, 2004. This Agreement may be terminated, with or without cause, by Contractor upon giving of at least thirty (30) calendar days' advance written notice thereof to County. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits A, A-1, D, D-1, D-2, E, and E-1, attached hereto and incorporated herein by reference."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY,  
Subparagraph D, shall be added to read as follows:

"D. During the period January 1, 2004 through  
December 31, 2004, the maximum obligation of County for  
all services provided hereunder shall not exceed Seventy  
Three Thousand, One Hundred Ten Dollars (\$73,110). Such  
maximum obligation is comprised entirely of CDC funds.  
This sum represents the total maximum obligation of  
County as shown in Schedule 4, attached hereto and  
incorporated herein by reference."

5. Paragraph 4, FUNDING/SERVICES ADJUSTMENTS AND  
REALLOCATION, Subparagraph C, shall be added to Agreement as  
follows:

"C. Funds received from the State and/or CDC will  
not be utilized to make payments for any item or service  
to the extent that payment has been made or can be  
reasonably expected to be made, with respect to any item  
or service by:

(1) Any State compensation program, insurance  
policy, or any federal, State, County, or municipal  
health or social service benefits program, or;

(2) Any entity that provides health services on  
a prepaid basis."

6. Paragraph 6, COMPENSATION, shall be amended to read as follows:

"6. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost basis as set forth in Schedules 1, 2, 3, and 4, and the COST REIMBURSEMENT Paragraph of the body of this Agreement, all attached hereto."

7. Paragraph 7, CONFLICT OF TERMS, shall be amended to read as follows:

"7. CONFLICT OF TERMS: To the extent there exists any conflict or consistency between the language of this Agreement (including its ADDITIONAL PROVISIONS) and that of any exhibit(s), Attachment(s) and Schedules(s), and any documents incorporated herein by reference, the language found within this Agreement shall govern and prevail, and the remaining exhibit(s) and schedule(s) shall govern and prevail in the following order:

Exhibits A, A-1, D, D-1, D-2, E, and E-1

Schedules 1, 2, 3, and 4

Exhibits B and C"

8. Paragraph 7, CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT, of the ADDITIONAL PROVISIONS shall be amended to read as follows:

"7. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN or GROW Programs, who meet Contractor's minimum qualifications for the open position. The DPSS will refer GAIN or GROW participants by job category to the Contractor."

9. Paragraph 10, PAYMENT of the ADDITIONAL PROVISIONS hereunder shall be deleted in its entirety and replaced by Paragraph 10, COST REIMBURSEMENT, as follows:

"10. COST REIMBURSEMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services

for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the schedule(s) attached hereto.

B. County Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor.

(2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished hereunder are higher than the payments

made by County, then the difference may be paid to Contractor.

C. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

D. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

E. Travel costs shall be reimbursed according to applicable federal, state, and/or local guidelines. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.



F. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

G. Contractor agrees to reimburse County for any federal, State, or County audit exceptions

resulting from noncompliance herein on the part of Contractor or any subcontractor."

10. Paragraph 56, NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT, shall be added to the ADDITIONAL PROVISIONS of the Agreement as follows:

"56. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

11. Paragraph 57, COMPLIANCE WITH JURY SERVICE PROGRAM, shall be added to Agreement as follows:

"57. COMPLIANCE WITH JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service

("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of Fifty Thousand (\$50,000) or more in any twelve (12) month period

under one or more County contracts or subcontracts.

"Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its

"exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. The required form, "County of Los Angeles Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to OAPP.

D. Contractor's violation of this subparagraph of the Contract may constitute a

material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

12. Paragraph 58, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, shall be added to the ADDITIONAL PROVISIONS of the Agreement as follows:

"58. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its officers, employees, and agents and shall require each Contractor's subcontractors providing services under this Agreement also notify and provide to its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing and review purposes."

13. Paragraph 59, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, shall

be added to the ADDITIONAL PROVISIONS of the Agreement as follows:

"59. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used."

14. Effective as of the effective date of this Amendment, Exhibit E, Description of Services and Exhibit E-1, Scope of Work, are attached hereto and incorporated herein by reference.

15. Effective as of the effective date of this Amendment, Schedule 4, is attached hereto and incorporated herein by reference.

16. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.



IN WITNESS WHEREOF, the Board of Supervisors of the  
County of Los Angeles has caused this Amendment to be  
subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical  
Officer

LOS ANGELES SHANTI FOUNDATION  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_

(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
LLOYD W. PELLMAN  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES

By \_\_\_\_\_  
Acting Chief, Contracts  
and Grants Division

EXHIBIT E

LOS ANGELES SHANTI FOUNDATION  
CLINIC-AFFILIATED HIV TRANSMISSION INTERVENTION

HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
PREVENTION SERVICES FOR HIV INFECTED PERSONS (PHIP)

1. DEFINITION: HIV/AIDS prevention services for HIV infected persons include individual, group, and community level interventions designed to: provide individual assessments of personal HIV risk factors; develop and utilize a variety of techniques to prevent transmission from a positive person to a negative person; implement strategies to support behavior change; and design outreach campaigns to change community norms. The delivery format of such programs may include, but are not limited to: on-going HIV positive support groups; risk reduction and health education counseling; or multiple one-on-one or small group counseling sessions; large group forums and retreats; and large group counseling sessions.

2. PERSONS TO BE SERVED: HIV/AIDS prevention services for HIV infected persons shall be provided to HIV positive men who have sex with men; men who have sex with men and women; women at sexual risk; women at sexual risk and their partners

who reside in Service Planning Areas (SPAs) 2, 4, and 6 of Los Angeles County.

3. COUNTY DATA MANAGEMENT SYSTEM: Contractor shall utilize County's data management system to register clients' demographic/resource data, enter service utilization data, medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. County's system will be used to standardize reporting, improve efficiency of billing, support program evaluation processes, and provide OAPP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County.

4. SERVICE DELIVERY SITE(S): Contractor's facility where services are to be provided hereunder is located at: 1616 North La Brea Avenue, Los Angeles, California 90028 and various other community sites.

Contractor shall request approval from Office of AIDS Programs and Policy (OAPP) in writing a minimum of thirty (30) days before terminating services at such location and/or before commencing services at any other location(s).

5. COMMUNITY MAXIMUM OBLIGATION: During the period of January 1, 2004 through December 31, 2004, that portion of County's maximum obligation which is allocated under this

Exhibit for PHIP services shall not exceed Seventy Three Thousand, One Hundred Ten Dollars (\$73,110).

6. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedule 4.

7. SERVICES TO BE PROVIDED:

A. Contractor shall provide HIV/AIDS prevention services for HIV infected persons in accordance with procedures formulated and adopted by Contractor's staff, consistent with law, regulations, and the terms of this Agreement. Additionally, Contractor shall provide such services as described in Exhibit E-1, Scopes of Work, attached hereto and incorporated herein by reference.

B. Contractor shall comply with the Interim Revision of Requirements for Content of AIDS-related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in Centers for Disease Control Assistance Programs, attached hereto and incorporated herein by reference as Exhibit B.

C. Contractor shall obtain written approval from OAPP's Director for all educational materials utilized in association with this Agreement prior to its

implementation and in accordance with the PUBLIC ANNOUNCEMENTS, LITERATURE Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto.

D. Contractor shall submit for approval such educational materials to OAPP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, educational materials may include, but are not be limited to, written materials (e.g., curricula, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings).

E. Failure of Contractor to abide by this requirement may result in the suspension of this Agreement at the Director's sole discretion.

F. Contractor shall utilize funds received from County for the sole purpose of providing HIV/AIDS PHIP services.

G. Contractor shall not utilize funds received from County for the purpose of any and all activities associated with needle exchange, including, but not limited to, purchasing and exchanging of needles.

H. Contractor shall ensure that all staff supported by County funds are not engaged in any and all needle exchange activities.

I. Contractor shall be responsible for responsible for reimbursing County for all funds expended on any and all activities associated with needle exchange.

J. Any breach of these provisions shall result in the immediate termination of agreement.

8. ADDITIONAL SERVICE REQUIREMENTS:

A. Contractor shall meet quarterly or as directed with OAPP for purposes of coordinating the HIV/AIDS Prevention for HIV Infected Persons Program among all contracted agencies.

B. Contractor shall designate one (1) person on staff as the key person for all data collection activities related to this Agreement. Said staff shall be able to represent contractor on all issues related to data collection and the evaluation thereof.

C. Contractor shall utilize funds received from County for the sole purpose of providing HIV/AIDS prevention for HIV infected persons in SPAs 2, 4, and 6.

D. Contractor shall maintain separate financial accounts of funds received from County.

9. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):

A. Monthly Report: Contractor shall submit to OAPP a monthly report no later than thirty (30) days after the end of each calendar month. Monthly reports shall clearly reflect all required information as specified on the monthly report form agreed upon by both parties.

B. Annual Report: Contractor shall submit to OAPP an annual report within the time period as directed for each year. Annual reports shall include all the required information and be completed in the correct format, as specified by OAPP.

10. STAFFING REQUIREMENTS:

A. Contractor shall recruit linguistically and culturally appropriate staff. For the purposes of this Agreement, staff shall be defined as paid and volunteer individuals providing services as described in Exhibit E-1, Scope of Work, attached hereto and incorporated herein by reference.

B. Contractor shall maintain recruitment records, to include, but are not limited to: 1) job description of



all positions funded under this Agreement; 2) staff résumé(s); and 3) biographical sketch(es) as appropriate.

In accordance with the ADDITIONAL PROVISIONS attached hereto and incorporated herein by reference, if during the term of this Agreement an executive director, program director, or a supervisory position becomes vacant, Contractor shall notify the OAPP Director in writing prior to filling said vacancy.

11. STAFF DEVELOPMENT AND TRAINING: Contractor shall conduct ongoing and appropriate staff development and training as described in Exhibit E-1, Scope of Work, attached hereto and incorporated herein by reference.

A. Contractor shall provide and/or allow access to ongoing staff development and training of HIV/AIDS PHIP staff. Staff development and training shall include, but not limited to:

(1) HIV/AIDS - training shall include at a minimum: how the immune system fights diseases, routes of transmission, transmission myths, HIV's effect on the immune system and opportunistic infections, HIV treatment strategies, HIV antibody testing and test site information, levels of risky behavior, primary and secondary prevention methods,

psychosocial and cultural aspect of HIV infection, and legal and ethical issues.

(2) Sexually Transmitted Diseases (STD) - training shall include at a minimum: routes of transmission, signs and symptoms, treatment and prevention, complications, and links between HIV for chlamydia, gonorrhea, syphilis, trichomoniasis, genital herpes, genital warts and hepatitis.

(3) Tuberculosis (TB) - training shall include at a minimum: definition of TB exposure and disease, routes of transmission, signs and symptoms, TB tests, treatment and prevention, drug resistant TB, and links between TB and HIV.

B. Contractor shall maintain documentation of staff training to include, but are not limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees.

C. Contractor shall document training activities in monthly report to OAPP. For the purposes of this Agreement, training documentation shall include, but are not limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees.

12. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services hereunder, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

13. QUALITY MANAGEMENT: Contractor shall have an OAPP approved Quality Management (QM) Plan on file. The plan shall include the following components:

A. Quality Management Committee: The purpose of a Quality Management (QM) Committee is to develop or review the agency's QM Plan and make recommendations for the improvement of services. The Committee shall consist of persons representative of the program and agency such as clients, volunteers, program staff, management, consultants and others (e.g., staff from other community-

based organizations). The project coordinator for each contract must be included as a Committee member. Committee membership shall be described by name, title or role, and the constituency represented, i.e., staff, management, and client. The Contractor shall review the Committee recommendations and ensure recommendations are appropriately implemented.

Meetings of the Quality Management Committee shall be conducted a minimum of every three (3) months. Contractor shall keep documentation of Committee activities through meeting minutes and reports to agency management. Documentation shall be kept on file and available for OAPP review upon request.

A separate Committee need not be created if the contracted program has an established advisory committee or the like, so long as its composition and activities conform to the criteria described in this Agreement.

B. Written Policies and Procedures: A QM Plan shall include written policies and procedures describing essential program activities. Policies and procedures shall be based on community and professional standards of care specific to prevention services. The QM Plan shall describe how staff will be trained and monitored to

ensure that policies and procedures are effectively implemented. The QM Plan shall describe the process and indicators to be used to review and modify policies and procedures in order to improve the quality of services.

C. Client Feedback: A QM Plan shall include a mechanism for obtaining feedback from program participants regarding program effectiveness, accessibility and client satisfaction. The QM Plan shall describe the method(s) to be used for client feedback, e.g., satisfaction surveys, focus groups, or interviews. The QM Plan shall describe how client feedback data will be managed, analyzed, reported and used to make improvements to the program.

D. Program Staff Evaluation: A plan for staff evaluation shall include: description of the minimum qualifications for each program staff position; description of how each staff person is trained and developed and; description of the methods, including instruments, to be used to monitor staff performance.

E. Measurable Program Quality Indicators: Measurable quality indicators are intended to address the questions of how well and how effectively services are being provided. By developing a set of indicators

specific to each program, establishing a measurable minimum standard for each indicator, and conducting an assessment on the extent to which the indicator is met, the Contractor shall assess the quality of service delivery. A plan of corrective action shall be developed to address any program quality deficiency or to improve on the established effectiveness demonstrated by each indicator. Quality indicators shall be developed based on key activities described in the SERVICES TO BE PROVIDED Paragraph of this Exhibit. The QM Plan for HIV/AIDS prevention services shall include the following measurable program and/or services indicators (AS APPLICABLE PER THIS AGREEMENT):

(1) Process: Sixty percent (60%) of clients will be provided encounter-level prevention services; one hundred percent (100%) of clients engaged for encounter level services ill be offered a risk assessment; one hundred percent (100%) of clients completing services will be offered a client satisfaction survey.

(2) Outcome: Eighty percent (80%) of clients completing services will report satisfaction with the prevention services they received; seventy percent

(70%) of clients completing services will demonstrate increased level of HIV risk reduction knowledge/attitudes upon post-test measures; sixty percent (60%) of clients completing services will report the adoption of at least one change in their reported risk behavior upon initial follow-up.

F. Quality Assessment and Improvement Reports: The QM Plan shall include two (2) reports, signed by the Executive Director, and made available to the OAPP Program Manager at the time of monitoring review or upon request by County:

(1) Mid-Year Report documenting the results of QI Plan functions, including the following: QM Committee activities, including those in attendance, agenda items discussed, and policy and procedure change recommendations to agency for improvement of services; results and analysis of data collected from client feedback methods and staff evaluations; plan of corrective action resulting from the assessment of the Measurable Program Quality Indicators.

(2) Year-End Report documenting QM Committee activities and the implementation of the plan of corrective action as approved by OAPP.

14. EVALUATION:

A. Contractor shall have an OAPP approved evaluation plan of HIV/AIDS PHIP services. The evaluation plan shall be consistent with the Centers for Disease Control and Prevention (CDC) Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (1999) as it currently exist or as it is modified in the future.

B. Contractor shall submit process data consistent with the types of data required by the CDC (Example forms to summarize process data located in Volume 2, Chapter 4 of Evaluating CDC-funded Health Department HIV Prevention Programs), as directed by OAPP.

C. OAPP shall provide Contractor with CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (1999) and forms.

D. Contractor shall submit to OAPP the required data and information no later than thirty (30) days after the end of each calendar month. The required data and information shall be submitted in accordance with the CDC Evaluation Guidance and forms, as provided by OAPP.

E. OAPP shall provide written notification to Contractor of any revisions or modifications to CDC



Evaluation Guidance Evaluating CDC-funded Health  
Department HIV Prevention Programs, Volumes 1 and 2,  
(1999) and forms, within ten (10) working days of OAPP's  
receipt of such revisions or modifications.

F. Contractor shall participate in the OAPP-managed  
development of a uniform data collection system for  
prevention evaluation as directed by OAPP.

SCHEDULE 4

LOS ANGELES SHANTI FOUNDATION

PREVENTION FOR HIV-INFECTED PERSONS

SERVICE PLANNING AREAS 2,4,and 6

Budget Period

January 1, 2004  
through  
December 31, 2004

Full-Time Personnel

Salaries	\$46,000
Employee Benefits	<u>9,007</u>
Total Personnel and Employee Benefits	\$55,007
Operating Expenses	\$14,103
Capital Expenditures	\$ 0
Other Costs	\$ 4,000
Indirect Costs	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 73,127

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

EXHIBIT E-1  
 SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To reduce the rate and incidence of new HIV infections through an intensive weekend workshop and a series of interventions that instill a long-term commitment to HIV risk-reducing behaviors among a culturally diverse population of HIV positive men who have sex with men, women at sexual risk and their partners in SPAs 2, 4, and 6 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 By 12/31/04, a minimum of 300 HIV positive men who have sex with men and women at sexual risk will participate in HIV risk reduction and promotional outreach encounter.  An outreach encounter is defined as an extended contact between outreach worker and a target population, and at minimum includes information about the program, how the individual can benefit and questions to assess risk behaviors.	1.1 Review and revise, as needed, outreach protocol and educational and/or promotional materials. Submit to OAPP for approval.  1.2 Schedule outreach activities and maintain a calendar of sites, dates, and times.  1.3 Conduct outreach, analyze results and submit findings to OAPP.	By 01/01/04   By 01/15/04 and ongoing  By 01/30/04 and ongoing	1.1 Letter(s) of OAPP approval and related materials will be kept on file.  1.2 Documents will be kept on file and submitted with monthly reports to OAPP.  1.3 Materials will be kept on file and number of participants documented in monthly reports to OAPP.

EXHIBIT E-1  
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To reduce the rate and incidence of new HIV infections through an intensive weekend workshop and a series of interventions that instill a long-term commitment to HIV risk-reducing behaviors among a culturally diverse population of HIV positive men who have sex with men, women at sexual risk and their partners in SPAs 2, 4, and 6 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2.0 By 12/31/04, a minimum of 105 HIV positive individuals, will participate in a Clinic-Affiliated HIV Transmission Intervention (CAHTI) 20 hour weekend workshop.	2.1 Review and revise, as needed CAHTI weekend workshop curriculum, attitudinal and behavioral indicators survey form. Submit to OAPP for approval.	By 01/01/04	2.1 Letter(s) of OAPP approval and related materials will be kept on file.
	2.2 Schedule workshops and maintain a calendar of sites, dates, and times.	By 01/01/04 ongoing	2.2 Documents will be kept on file and results submitted with monthly reports to OAPP.
	2.3 Conduct workshops, and obtain sign-in sheets.	By 01/15/04 ongoing	2.3 Documents will be kept on file and number of participants documented in monthly reports to OAPP.
2A.0 By 12/31/04, a minimum of 90 (85 %) participants will be MSM's.	2A.1 Administer HIV risk assessment, analyze results, and submit data to OAPP.	By 01/15/04 ongoing	2A.1 Completed assessments will be on file and results submitted in monthly reports to OAPP.
2B.0 By 12/31/04, a minimum of 15 (15 %) participants will be women at sexual risk.	2B.1 Administer HIV risk assessment, analyze results, and submit data to OAPP.	By 01/15/04 ongoing	2B.1 Completed assessments will be on file and results submitted in monthly reports to OAPP.
2C.0 By 12/31/04, a minimum of 105 (100%) participants will complete a comprehensive risk assessment at baseline.	2C.1 Administer HIV risk assessment survey at baseline and analyze results. Submit findings to OAPP.	By 01/15/04 ongoing	2C.1 Completed behavioral intention form will be on file and results submitted in monthly reports to OAPP.
2D.0 By 12/31/04, a minimum of 84 (80%) participants will complete and sign a personalized behavioral change intention form stating an intention to implement at least one behavioral modification.	2D.1 Administer behavioral change intention form, analyze results, and submit data to OAPP.	By 01/15/04 ongoing	2D.1 Completed assessments will be on file and results submitted in monthly reports to OAPP.
2E.0 By 12/31/04, a minimum of 85 (80%) participants will complete an attitudinal and behavioral indicators survey.	2E.1 Analyze survey results, and submit data to OAPP.	By 01/15/04 ongoing	2E.1 Completed assessments will be on file and results submitted in monthly reports to OAPP.
2F.0 By 12/31/04, a minimum of 63 (60%) participants will adopt a risk reduction behavior.	2F.1 Analyze assessment results, and submit data to OAPP.	By 01/15/04 ongoing	2F.1 Completed assessments will be on file and results submitted in monthly reports to OAPP.
2G.0 By 12/31/04, a minimum of 70 (70%) participants will complete a 3 month follow-up risk assessment.	2G.1 Administer follow-up HIV risk assessment survey at 3 months and analyze results. Submit findings to OAPP.	By 01/15/04 ongoing	2G.1 Completed assessments will be on file and results submitted in monthly reports to OAPP.
2H.0 By 12/31/04, a minimum of 40 (40%) participants will complete a 6 month follow-up risk assessment.	2H.1 Administer follow-up HIV risk assessment survey at 6 months and analyze results. Submit findings to OAPP.	By 01/15/04 and ongoing	2H.1 Completed assessments will be on file and results submitted in monthly reports to OAPP.

EXHIBIT E-1  
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To reduce the rate and incidence of new HIV infections through an intensive weekend workshop and a series of interventions that instill a long-term commitment to HIV risk-reducing behaviors among a culturally diverse population of HIV positive men who have sex with men, women at sexual risk and their partners in SPAs 2, 4, and 6 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
3.0 By 12/31/04, a minimum of 52 participants will attend at least one of a series of nine follow up support group sessions. Support groups sessions to include but not limited to the following topics: disclosure of HIV status, safer sex practices, relationships, substance abuse, sobriety, and sexually transmitted diseases.	3.1 Review and revise, as needed, psycho-educational support group protocols and behavioral intention form, and risk assessment form. Submit to OAPP for approval.  3.2 Schedule psycho-educational support groups and maintain a calendar of sites, dates, and times.  3.3 Conduct psycho-educational support groups.	By 01/01/04   By 01/01/04 and ongoing  By 01/15/04 ongoing  By 01/15/04 ongoing  By 01/15/04 ongoing	3.1 Letter(s) of OAPP approval and related materials will be kept on file.  3.2 Documents will be kept on file and submitted with monthly reports to OAPP.  3.3 Documents will be kept on file and submitted with monthly reports to OAPP.  3A.1 Documents will be kept on file and submitted with monthly reports to OAPP  3B.1 Documents will be kept on file and submitted with monthly reports to OAPP  3C.1 Completed assessments will be on file and results submitted in monthly reports to OAPP.
3A.0 By 12/31/04, a minimum of 36 (70%) participants will attend at least three of the series of nine follow up support group sessions.	3A.1 Conduct support groups, analyze results and submit findings to OAPP.	By 01/15/04 ongoing	
3B.0 By 12/31/04, a minimum of 11 (20%) participants will attend all nine of the series of nine follow up support group sessions.	3B.1 Conduct support groups, analyze results and submit findings to OAPP.	By 01/15/04 ongoing	
3C.0 By 12/31/04, a minimum of 31 (60%) support group participants will adopt a risk reduction behavior.	3C.1 Administer risk assessment, analyze results and submit to OAPP.	By 01/15/04 ongoing	

HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
CAPACITY BUILDING FOR COMMUNITIES OF COLOR  
SERVICES AGREEMENT

Amendment No. 2

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003,

by and between COUNTY OF LOS ANGELES (hereafter  
"County"),

and AIDS PROJECT LOS ANGELES  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document  
entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV) ACQUIRED IMMUNE  
DEFICIENCY SYNDROME (AIDS) CAPACITY BUILDING FOR COMMUNITIES  
OF COLOR SERVICES AGREEMENT", dated May 29, 2001, and further  
identified as Agreement No. H-212764, (hereafter "Agreement");  
and

WHEREAS, it is the intent of the parties hereto to extend  
and amend Agreement to provide changes set forth herein; and

WHEREAS, as a recipient of State and/or Centers for  
Disease Control and Prevention (CDC) funds, Contractor will  
participate in the Los Angeles County Eligible Metropolitan  
Area (EMA) HIV continuum of CARE.

WHEREAS, as a recipient of State and/or CDC funds, where there is a Service Provider Network (SPN) in the SPA in which Contractor provides services, Contractor's active participation in the SPN planning and coordination activities is expected and required.

WHEREAS, as a recipient of State and/or CDC funds, Contractor must implement a "consumer advisory committee" with regular meetings and consumer membership as a mechanism for continuously assessing client need and adequacy of Contractor's services, and to obtain client feedback.

WHEREAS, as a recipient of State and/or CDC funds, Contractor must actively collaborate and recruit referrals from service organizations and agencies beyond the Ryan White CARE Act service delivery system, including, but not limited to, substance abuse, mental health, primary health care and social services organizations.

WHEREAS, as a recipient of State and/or CDC funds, Contractor's referrals to and from organizations must be noted and tracked in the OAPP service utilization data system, and followed up in client need and adequacy of Contractor's services, and to obtain client feedback.

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on the date of Board approval.

2. The first paragraph of Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: The term of this Agreement shall commence on January 1, 2001 and continue, unless sooner terminated or canceled, to and including December 31, 2005. This Agreement may be terminated, with or without cause, by Contractor upon giving of at least thirty (30) calendar days' advance written notice thereof to County. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits A, D, D-1, E, and E-1, attached hereto and incorporated herein by reference."



4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY,

Subparagraphs D and E, shall be added to read as follows:

"D. During the period January 1, 2004 through December 31, 2004, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Thousand Dollars (\$100,000). Such maximum obligation is comprised entirely of CDC funds. This sum represents the total maximum obligation of County as shown in Schedule 4, attached hereto and incorporated herein by reference.

E. During the period January 1, 2005 through December 31, 2005, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Thousand Dollars (\$100,000). Such maximum obligation is comprised entirely of CDC funds. This sum represents the total maximum obligation of County as shown in Schedule 5, attached hereto and incorporated herein by reference."

5. Paragraph 4, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATION, Subparagraph C, shall be added to Agreement as follows:

"C. Funds received from the State and/or CDC will not be utilized to make payments for any item or service

to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis."

6. Paragraph 6, COMPENSATION, shall be amended to read as follows:

"6. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost basis as set forth in Schedules 1, 2, 3, 4, and 5, and the COST REIMBURSEMENT Paragraph of the body of this Agreement, all attached hereto."

7. Paragraph 7, CONFLICT OF TERMS, shall be amended to read as follows:

"7. CONFLICT OF TERMS: To the extent there exists any conflict or consistency between the language of this Agreement (including its ADDITIONAL PROVISIONS) and that of any exhibit(s), Attachment(s) and Schedules(s), and any documents incorporated herein by reference, the language found within this Agreement shall govern and prevail, and

the remaining exhibit(s) and schedule(s) shall govern and prevail in the following order:

Exhibits A, D, D-1, E and E-1

Schedules 1, 2, 3, 4, and 5

Exhibits B and C"

8. Paragraph 7, CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT, of the ADDITIONAL PROVISIONS shall be amended to read as follows:

"7. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN or GROW Programs, who meet Contractor's minimum qualifications for the open position. The DPSS will refer GAIN or GROW participants by job category to the Contractor."

9. Paragraph 56, NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT, shall be added to ADDITIONAL PROVISIONS of the Agreement as follows:

"56. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

10. Paragraph 57, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, shall be added to the ADDITIONAL PROVISIONS of the Agreement as follows:

"57. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its officers, employees, and agents and shall require each Contractor's subcontractors providing services under this Agreement also notify and provide to its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles

County, and where and how to safely surrender a baby.

County's fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing and review purposes."

11. Paragraph 58, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, shall be added to the ADDITIONAL PROVISIONS of the Agreement as follows:

"58. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used."

12. Effective as of the effective date of this Amendment, Exhibit E, Description of Services, is attached hereto and incorporated herein by reference.

13. Effective as of the effective date of this Amendment, Schedules 4 and 5, are attached hereto and incorporated herein by reference.

14. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

AIDS PROJECT LOS ANGELES  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_

(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
LLOYD W. PELLMAN  
County Counsel

DEPARTMENT OF HEALTH SERVICES

APPROVED AS TO CONTRACT  
ADMINISTRATION:

By \_\_\_\_\_  
Acting Chief, Contracts  
and Grants Division

**EXHIBIT E**

**AIDS PROJECT LOS ANGELES**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
CAPACITY BUILDING FOR COMMUNITIES OF COLOR SERVICES**

1. DEFINITION: HIV/AIDS Capacity Building for Communities of Color are activities aimed at the development of a comprehensive continuum of HIV/AIDS prevention and care services within Los Angeles County. The term capacity building means the provision of information, consultation, technical services, and training for individuals and organizations to improve the delivery and effectiveness of HIV prevention and care services.

For the purpose of this Agreement, capacity building activities are designed to develop, strengthen, and sustain the organizational infrastructure of community based organizations (CBOs) providing HIV prevention and care services in Los Angeles County.

2. COUNTY'S MAXIMUM OBLIGATION: During the period of January 1, 2004 through December 31, 2005, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS Capacity Building for Communities of Color services shall not exceed Two Hundred Thousand Dollars (\$200,000).



3. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 4 and 5. Payment for services provided hereunder shall be subject to the provisions set forth in the COST REIMBURSEMENT Paragraph of the ADDITIONAL PROVISIONS of this Agreement.

4. COUNTY DATA MANAGEMENT SYSTEM: Contractor shall utilize County's data management system to register clients' demographic/resource data, enter service utilization data, medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. County's system will be used to standardize reporting, improve efficiency of billing, support program evaluation processes, and provide OAPP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County.

5. SERVICES TO BE PROVIDED:

A. Contractor shall provide training workshops on evaluation methods based on "A Practical Approach to Program Evaluation" curriculum.

(1) Contractor shall provide at least two (2) eight-hour training workshops on evaluation methods to CBOs with HIV prevention or care contracts from OAPP

and/or CBOs who serve at least 50% people of color; and LA County community planning groups (Prevention Planning Committee and Los Angeles County HIV/AIDS Commission).

(2) Contractor shall provide training workshops that will be attended and completed by a minimum of 30 registered participants from target group; 85% of participants from target group shall represent services providers; 15% of participants from target group shall represent community planning groups.

(3) Contractor shall administer evaluation instrument to at least 75% of CBOs and other target groups who participated in and completed training, and analyze data and interpret findings.

B. Contractor shall provide training workshops on survey development.

(1) Contractor shall provide at least two (2) three-hour training workshops on survey development to CBOs with HIV prevention or care contracts from OAPP and/or CBOs who serve at least 50% people of color; and LA County community planning groups (Planned Prevention Council and Los Angeles County HIV/AIDS Commission).

(2) Contractor shall provide training workshops that will be attended and completed by a minimum of 30 participants from target groups; 85% of participants from target group shall represent services providers; 15% of participants from target group shall represent community planning groups.

(3) Contractor shall administer evaluation instrument to at least 75% of CBOs and other target groups who participated in and completed training, and analyze data and interpret findings.

C. Contractor shall produce and provide a series of user-friendly Excel tutorials for CBOs.

(1) Contractor shall submit printed drafts of educational material for review and approval, (45) days prior to distribution.

D. Contractor shall provide training workshops on data management using Excel.

(1) Contractor shall provide at least two (2) eight -hour training workshops on data management using Excel to CBOs with HIV prevention or care contracts from OAPP and/or CBOs who serve at least 50% people of color.

(2) Contractor shall provide training workshops that will be attended and completed by a minimum of 30 participants from target group; 85% of participants from target group shall represent services providers; 15% of participants from target group shall represent community planning groups.

(3) Contractor shall administer evaluation instrument to at least 75% of CBOs and other target groups who participated in and completed training, and analyze data and interpret findings.

E. Contractor shall convene an Evaluation Advisory Group (EAG) to provide ongoing feedback on program activities.

(1) Contractor shall outreach and recruit members for the EAG. EAG is composed of APLA, CHIPTS program staff and target group representatives as well as OAPP staff.

(2) Contractor shall administer and co-facilitate quarterly meetings to provide input on program development and implementation.

(3) Contractor shall submit and provide results and evaluation findings in a written report to OAPP.

F. Contractor shall perform formative research on the PEMS, ELI and HIRS data systems..

(1) Contractor will meet with OAPP staff to identify key staff at CDC, State Office of AIDS (SOA), and OAPP to participate in the project development.

(2) Contractor shall work with OAPP staff in developing a plan for formative research to be conducted on the multiple data systems.

(3) Contractor will execute plan that will include activities such as key informative interviews, literature searches, using/testing data systems meeting with data systems experts.

G. Contractor shall produce and provide technical reports describing the PEMS, ELI and HIRS.

(1) Contractor shall compile, analyze, and interpret information collected from the formative research and outline technical support.

(2) Contractor shall draft technical report and seek feedback from OAPP prior to submitting to CDC, and SOA staff to ensure accuracy of information.

(3) Contractor shall revise technical report based on feedback and recommendations and submit final version to OAPP.

H. Contractor shall provide training workshops on PMS, ELI, and HIRS.

(1) Contractor shall develop a four-hour curriculum on PMS, ELI, and HIRS, and develop a format of training activities and agenda. Contractor shall submit to OAPP for approval.

(2) Contractor will work with OAPP staff to identify and recruit workshop participants to pilot test the workshop content and presentation.

(3) Contractor shall co-facilitate the pilot training workshop to select participants. Based on the feedback and recommendations from OAPP, contractor shall revise the training presentation.

(2) Contractor shall provide a four-hour training workshop that will be attended and completed by a minimum of 30 participants from target group; 85% of participants from target group shall represent services providers; 15% of participants from target

group shall represent community planning groups and OAPP staff.

(3) Contractor shall administer evaluation instrument to at least 75% of CBOs and other target groups who participated in and completed training, and analyze data and interpret findings.

6. ADDITIONAL SERVICE REQUIREMENTS:

D. Contractor shall obtain written approval from OAPP's Director for all forms and procedures utilized in association with this Agreement prior to its implementation.

E. Contractor shall submit for approval such forms and procedures to OAPP at least thirty (30) days prior to the projected date of implementation.

F. Failure of Contractor to abide by this requirement may result in the suspension of this Agreement at the Director's sole discretion.

7. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis

screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

8. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):

G. Monthly Reports: As directed by OAPP, Contractor shall submit a monthly report no later than fifteen (15) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 6th Floor, Los Angeles, California 90005, Attention: Financial Services Division.



H. Quarterly Reports: Contractor shall submit to OAPP a quarterly report within the time period as directed for each quarter. Quarterly reports shall include all the required information and be completed in the correct format.

I. Annual Reports: As directed by OAPP, Contractor shall submit the Annual Administrative Report, a summary data report for the calendar year, by January 15, of the following year.

9. PROGRAM RECORDS: Contractor shall, at a minimum, maintain program records as follows:

J. Documentation of training workshops.  
Documentation shall include, but shall not be limited to: dated sign-in sheets including location and time, copies of training agenda, name of the trainers, and training evaluations.

K. Documentation of evaluation instruments used to report findings and recommendations of the evaluation of the training. Documentation shall include, but not limited to interpreted analysis from completed training, and utilize findings to demonstrate the increased knowledge of participants on the content topic.

Documentation shall be submitted to OAPP director for review.

C. Documentation on EAG goals and objectives within Capacity Building program activities. Documentation shall include, but shall not be limited to: a section in monthly report on process issues concerning Committee goals and objectives.

APLA2003.11/03KS

SCHEDULE 4

AIDS PROJECT LOS ANGELES

HIV/AIDS CAPACITY BUILDING FOR COMMUNITIES OF COLOR SERVICES

Budget Period  
January 1, 2004

through  
December 31, 2004

Salaries	\$ 44,496
Employee Benefits	<u>8,009</u>
Total Salaries and Employee Benefits	\$ 52,505
Services and Supplies	\$ 39,004
Equipment	\$ 0
Rent	\$ 3,240
Indirect Cost	<u>\$ 5,251</u>
TOTAL PROGRAM BUDGET	\$ 100,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

SCHEDULE 5

AIDS PROJECT LOS ANGELES

HIV/AIDS CAPACITY BUILDING FOR COMMUNITIES OF COLOR SERVICES

Budget Period  
January 1, 2005

through  
December 31, 2005

Salaries	\$ 44,496
Employee Benefits	<u>8,009</u>
Total Salaries and Employee Benefits	\$ 52,505
Services and Supplies	\$ 39,004
Equipment	\$ 0
Rent	\$ 3,240
Indirect Cost	<u>\$ 5,251</u>
TOTAL PROGRAM BUDGET	\$ 100,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

## SCOPE OF WORK

Name of Service Provider: AIDS Project Los Angeles (APLA)

Priority Area: 1

Target Population: CBOs with HIV prevention or care contracts from OAPP and the HIV Community Planning Bodies

Goal No. 1: To strengthen organizational capacity of CBOs serving communities of color throughout LA County in the area of program monitoring and evaluation by conducting training.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 By 12/31/04, two 8-hour workshops on basic evaluation methods will be conducted with each of the following groups: 1) CBOs with HIV prevention or care contracts from OAPP and/or CBOs who serve at least 50% people of color and 2) LA County community planning groups (PPC and HIV Commission).	1.1 APLA will conduct outreach for trainings by distributing marketing package about the program to CBOs in LA County.  1.2 APLA and CHIPTS will conduct training planning activities – establishing training schedule and coordinate logistics of trainings.  1.3 APLA and CHIPTS will co-facilitate workshops on basic evaluation methods to target groups.	1.1 By 2/29/04 and ongoing  1.2 By 2/29/04  1.3 By 4/30/04	1.1 Copy of revised marketing package will be on file at APLA and submitted to OAPP for approval.  1.2 Training schedule and logistics plan will be kept on file at APLA and CHIPTS and documented in OAPP monthly report.  1.3 Sign-in sheets and training agenda will be kept on file at APLA and CHIPTS and documented in monthly reports to OAPP.
1A.0 By 12/31/04, a minimum of 30 participants from target groups will attend and complete the 8-hour workshop on basic evaluation methods.	1.4 APLA and CHIPTS will update and revise evaluation instruments, as needed, and submit to OAPP for approval.	1.4 By 2/29/04	1.4 Copy of evaluation instruments will be on file at APLA and CHIPTS and submitted to OAPP for approval.
1B.0 By 12/31/04, at least 75% of workshop participants will complete an evaluation of the training workshop.	1.5 APLA and CHIPTS will administer evaluation instruments to target groups who participate in the workshops.	1.5 By 4/30/04	1.5 Copies of results of evaluation instruments will be kept on file at APLA and reported in monthly reports to OAPP.
1C.0 By 12/31/04, 50% of workshop participants will increase their knowledge on basic evaluation methods by 15%.  * The 8-hour workshop on basic evaluation methods is based on the curriculum "A Practical Approach to Program Evaluation."	1.6 APLA will conduct data entry and analysis – include entering and cleaning data, analyzing data to assess outcomes, and interpreting findings from data analysis. Submit evaluation report of trainings to OAPP.	1.6 By 4/30/04 and ongoing	1.6 Copy of evaluation report will be on file at APLA and CHIPTS and submitted to OAPP.

## SCOPE OF WORK (continued)

Name of Service Provider: AIDS Project Los Angeles (APLA)

Priority Area: 1

Target Population: CBOs with HIV prevention or care contracts from OAPP and the HIV Community Planning Bodies

Goal No. 1: To strengthen organizational capacity of CBOs serving communities of color throughout LA County in the area of program monitoring and evaluation by conducting training.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2.0 By 12/31/04, a 3-hour training curriculum on survey development will be developed.	2.1 APLA and CHIPTS will outline survey development curriculum and develop learning objectives for the curriculum.	2.1 By 2/29/04	2.1 Outline of curriculum will be kept on file at CHIPTS and APLA and documented in monthly reports to OAPP.
	2.2 APLA and CHIPTS will conduct literature review to identify training materials on survey development.	2.2 By 2/29/04	2.2 Copies of literature review will be on file at CHIPTS and documented in monthly reports to OAPP.
	2.3 APLA and CHIPTS will draft survey development curriculum. Submit draft to OAPP for approval.	2.3 By 3/31/04	2.3 Draft of curriculum will be on file at CHIPTS and APLA and submitted to OAPP for approval.
	2.4 APLA and CHIPTS will revise survey development curriculum. Final version of curriculum will be submitted to OAPP.	2.4 By 5/31/04	2.4 Revised evaluation curriculum will be on file at CHIPTS and APLA and submitted to OAPP.
3.0 By 12/31/04, two 3-hour survey development workshops will be conducted to CBOs with HIV prevention or care contracts from OAPP and/or CBOs who serve at least 50% people of color.	3.1 APLA and CHIPTS will develop training presentation based on survey development curriculum and develop format of training activities and agenda.	3.1 By 5/31/04	3.1 Training presentation will be on file at CHIPTS and APLA.
	3.2 APLA will conduct outreach for trainings by distributing a marketing package to target group. Submit marketing materials to OAPP for approval.	3.2 By 4/30/04 and ongoing	3.2 Copy of marketing package will be on file at APLA and submitted to OAPP for approval.
	3.3 APLA and CHIPTS will conduct training activities – establishing training schedule and coordinate logistics of trainings.	3.3 By 7/31/04	3.3 Training schedule and logistics plan will be kept on file at APLA and CHIPTS and documented in monthly reports to OAPP.

## SCOPE OF WORK (continued)

Name of Service Provider: AIDS Project Los Angeles (APLA)

Priority Area: 1

Target Population: CBOs with HIV prevention or care contracts from OAPP and the HIV Community Planning Bodies

Goal No. 1: To strengthen organizational capacity of CBOs serving communities of color throughout LA County in the area of program monitoring and evaluation by conducting training.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
3A.0 By 12/31/04, a minimum of 30 participants from target groups will attend and complete the 3-hour survey development workshop.	3.4 APLA and CHIPTS will co-facilitate survey development workshop to target groups.	3.4 By 7/31/04	3.4 Sign-in sheets and training agenda will be kept on file at APLA and CHIPTS and documented in monthly reports to OAPP.
3B.0 By 12/31/04, at least 75% of workshop participants will complete an evaluation of the survey development workshop.	3.5 APLA and CHIPTS will develop evaluation instruments that will include appropriate process and outcome measures to assess the training workshop. Submit to OAPP for approval.	3.5 By 5/31/04	3.5 Copy of evaluation instruments will be on file at APLA and CHIPTS and submitted to OAPP for approval.
3C.0 By 12/31/04, 50% of workshop participants will increase their knowledge regarding survey development.	3.6 APLA and CHIPTS will administer evaluation instruments to target groups who participate in the trainings.	3.6 By 7/31/04	3.6 Copies of results of evaluation instruments will be kept on file at APLA and reported in monthly reports to OAPP.
	3.7 APLA will conduct data entry and analysis – include entering and cleaning data, analyzing data to assess outcomes, and interpreting findings from data analysis. Submit evaluation report of trainings to OAPP.	3.7 By 8/31/04	3.7 Copy of evaluation report will be on file at APLA and CHIPTS and submitted to OAPP.

## SCOPE OF WORK (continued)

Name of Service Provider: AIDS Project Los Angeles (APLA)

Priority Area: 1

Target Population: CBOs with HIV prevention or care contracts from OAPP and the HIV Community Planning Bodies

Goal No. 1: To strengthen organizational capacity of CBOs serving communities of color throughout LA County in the area of program monitoring and evaluation by conducting training.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
4.0 By 12/31/04, a series of user-friendly printed Excel tutorials for CBOs will be developed.	4.1 CHIPTS and APLA will research and review existing Excel manuals for information to be included in the tutorials. 4.2 CHIPTS and APLA will draft tutorials that will include information about basic Excel functions, database construction, management, and analysis. Submit draft to OAPP for approval. 4.3 CHIPTS and APLA will revise tutorials. Final version of tutorials will be submitted to OAPP.	4.1 By 4/30/04  4.2 By 6/30/04  4.3 By 8/31/04	4.1 List of Excel manuals reviewed will be documented in OAPP monthly report.  4.2 Draft of tutorials will be on file at CHIPTS and APLA and submitted to OAPP for approval.  4.3 Revised Excel tutorials will be on file at CHIPTS and APLA and submitted to OAPP.
5.0 By 12/31/04, two 8-hour Excel/data management workshop will be conducted to CBOs with HIV prevention or care contracts from OAPP and/or CBOs who serve at least 50% people of color.	5.1 CHIPTS and APLA will develop a training presentation based on the Excel tutorials and develop format of training activities and agenda. 5.2 APLA and CHIPTS will conduct outreach for trainings by distributing a marketing package to target group. Submit marketing materials to OAPP for approval. 5.3 APLA and CHIPTS will conduct training activities – establishing training schedule and coordinate logistics of trainings. 5.4 APLA and CHIPTS will co-facilitate Excel/data management workshop to target groups.	5.1 By 9/30/04  5.2 By 8/31/04  5.3 By 11/30/04 and ongoing  5.4 By 11/30/04	5.1 Training presentation will be on file at CHIPTS and APLA.  5.2 Copy of marketing package will be on file at APLA and submitted to OAPP for approval.  5.3 Training schedule and logistics plan will be kept on file at APLA and CHIPTS and documented in monthly reports to OAPP.  5.4 Sign-in sheets and training agenda will be kept on file at APLA and CHIPTS and documented in monthly reports to OAPP.



## SCOPE OF WORK (continued)

Name of Service Provider: AIDS Project Los Angeles (APLA)

Priority Area: 1

Target Population: CBOs with HIV prevention or care contracts from OAPP and the HIV Community Planning Bodies

Goal No. 1: To strengthen organizational capacity of CBOs serving communities of color throughout LA County in the area of program monitoring and evaluation by conducting training.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
5A.0 By 12/31/04, a minimum of 30 participants from target groups will attend and complete the 8-hour Excel/data management workshop.	5.5 APLA and CHIPTS will develop evaluation instruments that will include appropriate process and outcome measures to assess the training workshop. Submit to OAPP for approval.	5.5 By 9/30/04	5.5 Copy of evaluation instruments will be on file at APLA and CHIPTS and submitted to OAPP for approval.
5B.0 By 12/31/04, at least 75% of workshop participants will complete an evaluation of the Excel/data management workshop.	5.6 APLA and CHIPTS will administer evaluation instruments to target groups who participate in the trainings.	5.6 By 11/30/04	5.6 Copies of results of evaluation instruments will be kept on file at APLA and reported in monthly reports to OAPP.
5C.0 By 12/31/04, 50% of workshop participants will increase their knowledge regarding basic Excel functions and data management.	5.7 APLA and CHIPTS will conduct data entry and analysis – include entering and cleaning data, analyzing data to assess outcomes, and interpreting findings from data analysis. Submit evaluation report of trainings to OAPP.	5.7 By 12/31/04	5.7 Copy of evaluation report will be on file at APLA and CHIPTS and submitted to OAPP.
6.0 By 12/31/04, the Evaluation Advisory Group (EAG) will have at least 3 meetings to provide input on program development and implementation. EAG is composed of APLA and CHIPTS program staff and target group representatives.	6.1 APLA and CHIPTS will outreach and recruit members for the EAG.  6.2 APLA and CHIPTS will prepare and co-facilitate meetings to obtain feedback on program development and implementation.	6.1 By 2/29/04  6.2 By 4/30/04 and ongoing	6.1 EAG membership documents will be kept on file at APLA.  6.2 Agenda, minutes, and sign-in will be kept on file at APLA and results documented in monthly reports to OAPP.

## SCOPE OF WORK (continued)

Name of Service Provider: AIDS Project Los Angeles (APLA)

Priority Area: 1

Target Population: CBOs with HIV prevention or care contracts from OAPP and the HIV Community Planning Bodies

Goal No. 1: To strengthen organizational capacity of CBOs serving communities of color throughout LA County in the area of program monitoring and evaluation by conducting training.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
7.0 By 12/31/04, APLA and CHIPTS will develop a document to describe the goals of the project, including the purpose and content of each workshop, and disseminate it to OAPP program managers at staff meetings.	7.1 APLA and CHIPTS will attend OAPP program managers staff meeting(s) to explain the purpose of and review the content of training workshops, as needed. These meetings are intended to keep OAPP managers apprised of the capacity building activities being presented to the community through this project and highlight opportunities for OAPP managers to participate in the workshops.	7.1 By 4/30/04 and ongoing	7.1 Training content document, agenda, minutes, and sign-in will be kept on file at APLA and results documented in monthly reports to OAPP.

## SCOPE OF WORK

Name of Service Provider: AIDS Project Los Angeles (APLA)

Priority Area: 1

Target Population: CBOs with HIV prevention or care contracts from OAPP and the HIV Community Planning Bodies

Goal No. 1: To strengthen organizational capacity of CBOs serving communities of color throughout LA County in the area of program monitoring and evaluation by developing a training on emerging HIV prevention data collection systems.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 By 12/31/05, formative research on the PEMS, ELI, and HIRS data systems will be conducted.	1.1 APLA and CHIPTS will meet with OAPP to identify key stakeholders and staff at CDC, State Office of AIDS, and OAPP to participate in the project development.	1.1 By 2/28/05	1.1 Meeting notes will be kept on file at APLA and results will be documented in monthly reports to OAPP.
	1.2 APLA and CHIPTS will develop a plan for the formative research to be conducted on the multiple data systems and meet with OAPP to obtain feedback on plan.	1.2 By 3/31/05	1.2 Formative research action plan will be kept on file at APLA and CHIPTS and documented in OAPP monthly report.
	1.3 APLA and CHIPTS will execute plan that will include activities such as key informative interviews, literature searches, using/testing data systems, meeting with data system experts, etc.	1.3 By 6/30/05 and ongoing	1.3 Key interview notes, copies of literature searches, and meeting notes will be kept on file at APLA and CHIPTS and documented in monthly reports to OAPP.
2.0 By 12/31/05, the Evaluation Advisory Group (EAG) will meet on a quarterly basis to provide input on the program development and implementation. EAG is composed of APLA and CHIPTS program staff, target group representatives, and data systems experts.	2.1 APLA and CHIPTS will outreach and recruit members for the EAG.	2.1 By 2/28/05	2.1 EAG membership documents will be kept on file at APLA.
	2.2 APLA and CHIPTS will prepare and co-facilitate meetings to obtain feedback on program development and implementation.	2.2 By 4/30/05 and ongoing	2.2 Agenda, minutes, and sign-in will be kept on file at APLA and results documented in monthly reports to OAPP.

## SCOPE OF WORK (continued)

Name of Service Provider: AIDS Project Los Angeles (APLA)

Priority Area: 1

Target Population: CBOs with HIV prevention or care contracts from OAPP and the HIV Community Planning Bodies

Goal No. 1: To strengthen organizational capacity of CBOs serving communities of color throughout LA County in the area of program monitoring and evaluation by developing a training on emerging HIV prevention data collection systems.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
3.0 By 12/31/05, a technical report describing the PEMS, ELL, and HERS will be produced.	3.1 APLA and CHIPTS will compile, analyze, and interpret information collected from the formative research and outline technical report.  3.2 APLA and CHIPTS will draft technical report and seek feedback from select OAPP, CDC, and SOA staff to ensure accuracy of the information. Submit draft to OAPP for approval.  3.3 APLA and CHIPTS will revise technical report based on feedback and submit final version to OAPP.	3.1 By 7/31/05 and ongoing  3.2 By 10/31/05  3.3 By 12/31/05	3.1 Outline of technical report will be kept on file at CHIPTS and APLA and documented in monthly reports to OAPP.  3.2 Draft of technical report will be on file at CHIPTS and APLA and submitted to OAPP for approval.  3.3 Revised technical report will be on file at CHIPTS and APLA and submitted to OAPP.
4.0 By 12/31/05, a 4-hour curriculum on the PEMS, ELL, and HERS will be developed. It will be used to describe to community partners about 1) the goals/purposes of each system, 2) the types of data each system collects, 3) the interplay between the systems, and 4) the opportunities and challenges each present.	4.1 Based on the technical report and findings from the formative research, APLA and CHIPTS will develop a training presentation and develop format of training activities and agenda. Submit to OAPP for approval.  4.2 APLA and CHIPTS will work with OAPP to identify and recruit appropriate participants to pilot test the workshop content and presentation.  4.3 APLA and CHIPTS will co-facilitate the pilot training workshop to select participants.  4.4 Based on the feedback from the pilot, APLA and CHIPTS will revise the training presentation. Submit final version to OAPP.	4.1 By 10/31/05  4.2 By 11/30/05  4.3 By 11/30/05  4.4 By 12/31/05	4.1 Training presentation will be on file at CHIPTS and APLA and submitted to OAPP for approval.  4.2 Training schedule and logistics plan will be kept on file at APLA and CHIPTS and documented in monthly reports to OAPP.  4.3 Sign-in sheets and training agenda will be kept on file at APLA and CHIPTS and documented in monthly reports to OAPP.  4.4 Revised training presentation will be on file at CHIPTS and APLA and submitted to OAPP.



County of Los Angeles  
**CHIEF ADMINISTRATIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://cao.co.la.ca.us>

DAVID E. JANSSEN  
Chief Administrative Officer

December 5, 2003

To: Supervisor Don Knabe, Chairman  
Supervisor Gloria Molina  
Supervisor Yvonne Brathwaite Burke  
Supervisor Zev Yaroslavsky  
Supervisor Michael D. Antonovich

From: David E. Janssen  
Chief Administrative Officer

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE BRATHWAITE BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

**DEPARTMENT OF HEALTH SERVICES RECOMMENDATIONS – (ITEM NUMBERS 20 AND 23, AGENDA OF DECEMBER 9, 2003)**

The Department of Health Services (DHS) has filed two agenda items recommending action by your Board on the December 9, 2003, agenda, which include amendments to various service agreements to modify and/or extend terms and to accept grant funds and federal allocations.

Current County policy and procedure require the timely submission of contracts for Board approval. However, the items mentioned above, do not meet the three-week filing requirement under the Board's policy.

As stated in various DHS letters, the Department did not schedule the items for placement on the Board's agenda three weeks prior to the effective dates, as required, due to various reasons such as negotiations with contractors, delays in State allocations and contract amendment language, as well as the large number of agreements and amendments scheduled to expire at calendar year end and critical staffing shortages in contract administration.

If you have questions or need additional information, please contact me or your staff may contact Sheila Shima of my staff at (213) 974-1160.

DEJ:DIL  
SAS:RR

c: Executive Officer, Board of Supervisors ✓  
County Counsel  
Director of Health Services